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PUBLIC UTILITIES
COMMISSION



**HAWAII SUPERFERRY, INC.
TARIFF NO. 1A
CONTAINING
RULES, REGULATIONS, RATES AND CHARGES
FOR THE
TRANSPORTATION OF PASSENGERS AND PROPERTY
BETWEEN
OAHU, HAWAII, MAUI AND KAUAI**

ISSUED: April 11, 2007

EFFECTIVE: May 27, 2007

ISSUED BY: ROBERT E. WHITE
HAWAII SUPERFERRY, INC., ONE WATERFRONT PLAZA SUITE 300, 500 ALA MOANA BLVD.,
HONOLULU, HAWAII 96813 (808) 531-7400 <http://www.hawaiisuperferry.com>

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I.

DEFINITIONS

- A. **Agent** means HMS-Hawaii, Inc. or other authorized agent of Carrier.
- B. **Base Commission** means the sum of money paid by Carrier to any travel industry professional for bringing a specific piece of business to Carrier.
- C. **Boarding Pass** means a document issued by Carrier to a Customer upon check-in at the terminal at the Origin.
- D. **Cancellation Fee** means a fee that is charged to Customer when Customer cancels an existing paid reservation to travel as defined in Section II.C.
- E. **Carrier** means Hawaii Superferry, Inc.
- F. **Carrier's Convenience** means that the Carrier may at its discretion transport or receive a Passenger or a Vehicle on the basis of availability of space.
- G. **Change Fee** means a fee that is charged to Customer when Customer changes the date(s) and / or the Destination(s) for an existing paid reservation to travel as defined in Section II.C.
- H. **Commercial Customer** means a Customer whose commercially licensed Vehicle is transported aboard Carrier's Vessel.
- I. **Connecting Route Discount** is described in Section II.J.
- J. **Customer** means a paying Passenger and / or Vehicle Owner whose Vehicle is transported aboard Carrier's Vessel.
- K. **Destination** means the Carrier's location or Port at which Passengers and Vehicles depart the Ferry.
- L. **Empty** describes a Vehicle that contains no load and only the dunnage and / or dolly or pallet jack that normally stays with the Vehicle to facilitate loading and unloading.
- M. **Ferry** means a Vessel operated by Carrier.
- N. **Fuel** means Marine Gas Oil, diesel, or other fuel used by Carrier.
- O. **HDOA** means State of Hawaii, Department of Agriculture.

P. HDOT means the State of Hawaii, Department of Transportation, through its Harbors Division.

Q. Hazardous Materials means (i) explosives, (ii) volatile or flammable chemicals, liquids and gases including fuels, (iii) corrosives, (iv) hazardous wastes, (v) poisons, pesticides, fumigants and fumigated materials, (vi) fireworks, (vii) ammunition, and (viii) other similar materials.

R. IATA means International Air Transport Association.

S. Infant Fare is defined in Section III.P.

T. Master means the captain in command of the Vessel.

U. Not Empty describes any Vehicle that contains anything in addition to the items listed in the definition of "Empty."

V. Off-Peak Rates means rates for Voyages at other than Peak rates.

W. Origin means the Carrier's location or Port at which Passengers and Vehicles board the Ferry.

X. Override Commission means the sum of money paid by Carrier to any travel industry professional for meeting specific performance targets established by Carrier and is paid on a specific piece of business over a set period of time.

Y. Oversized Vehicle is defined in Section IV.L.

Z. Passenger means a person traveling aboard the Ferry.

AA. Passenger Deck means the deck(s) on which Passengers are accommodated.

BB. Peak Rates means rates offered on Voyages that depart on dates and times designated by the Carrier as such at the beginning of each calendar year. In general, Voyages subject to Peak Rates include Voyages originating Fridays through Mondays, and may include State of Hawaii and Federal holidays and may also include the day prior to and the day after a State of Hawaii and Federal holiday.

CC. Premium Lounge Upgrade means a charge added to any fare that permits the Passenger to utilize the Premium Lounge area of the Vessel and any other associated benefits including as priority boarding, food or beverages.

DD. Ports means the particular harbor port facilities that Carrier operates from.

EE. Retail Travel Agent means any travel agent whose principal business is selling travel services directly to the individual traveller.

FF. Tactical Sales is described in Section II.K.

GG. Tariff means Carrier's tariff as approved by and on file with the Public Utilities Commission of the State of Hawaii.

HH. Ticket means an electric or paper document that demonstrates a paid reservation for a Customer to travel on a specified Voyage.

II. Tour Conductor is described in Section II.K.

JJ. Upgrade is described in Section II.K.

KK. Vehicle means a self-propelled vehicle including any attached trailer and load, and includes any contents left in the Vehicle.

LL. Vehicle Deck means any of the decks of the Vessel where vehicles are carried.

MM. Vehicle Owner means the registered owner of a Vehicle or the agent of the registered Owner of a Vehicle who is authorized to transport the Vehicle on the Ferry.

NN. Vessel means either one of the two vessels operated or to be operated by Carrier.

OO. Voyage means a journey by the Ferry from a specified Origin to a specified Destination at a specified time.

PP. Walk-on Passenger means a Customer who boards the Ferry on foot or otherwise and is traveling without access to a Vehicle.

QQ. Wholesaler means any company whose primary business is buying travel related goods and services and wholesaling them on to Retail Travel Agents or individual travelers, or a company or individual that coordinates meetings, conventions and incentive travel.

II.

GENERAL SERVICE DESCRIPTION

Carrier serves the State of Hawaii with passenger & vehicle ferries on scheduled routes between Honolulu and the Islands of Hawaii, Maui and Kauai.

Service will be provided to the Ports of Honolulu, Nawiliwili, Kahului and Kawaihae and will use facilities as agreed by Carrier and the State of Hawaii, Department of Transportation, Harbors Division.

References to Carrier herein include Carrier's Agent.

The Customer's Ticket and this Tariff constitute the terms of carriage between Carrier and Customer.

A. Schedule of Operations

Carrier's Schedule of Operations is described in Appendix A and may be adjusted at or after the time service is implemented due to HDOT requirements. Carrier reserves the right to cancel any Voyage and/or modify a route or schedule, including due to port availability and weather conditions. To the extent possible, Carrier will attempt to notify Customers at least 24 hours prior to the scheduled departure time of such changes. Carrier reserves the right to adjust Voyage schedules, if needed, to satisfy passenger demand or otherwise.

B. Prices

Carrier's prices including fares, current government assessed fees, and taxes, are described in Appendix B. Fees and taxes and any other charges assessed by HDOT, other federal, state or local government entities, or persons other than Carrier are subject to change without notice to reflect changes in the amounts assessed by those third parties.

All Customers are required to hold a Ticket, regardless of age. All prices set forth in this tariff are in the currency of the United States. Prices are expressed in dollars and cents.

Carrier may offer, at its discretion, to carry Passengers and Vehicles at rates less than those specified in Appendix B for reasons related to marketing, promotional or other business relationships, including persons such as (1) Carrier's employees and their immediate family members, (2) travel and convention industry professionals and employees, and (3) persons affiliated with vendors, schools, nonprofit organizations, and others with business relationships or prospective business relationships with Carrier and (4) investors. Carrier may also offer, at its discretion, to carry Passengers and Vehicles at rates less than those specified for one-time or limited promotional events.

C. Reservations, Changes, Ticketing & Refunds

Tickets may be purchased from Carrier's website <http://www.hawaiisuperferry.com>, Carrier's telephone reservations/ticketing center, and at designated locations to be determined. Tickets are payable in cash or debit card or credit card or certified check if purchased at Carrier's designated locations to be determined, and by credit card or debit card (and possibly other methods) if purchased from Carrier's website or telephone reservations/ticketing center.

A Ticket entitles a Customer to a confirmed space on the Voyage described at the time of purchase.

Passenger reservations made at least 14 days in advance of the date of travel will be eligible for the advance purchase discount shown in Appendix B, except for Infant Fares. Tickets are non-refundable if a Customer cancels less than 72 hours prior to the scheduled departure time. Tickets that are cancelled by a Customer at least 72 hours prior to the scheduled departure time will be entitled to a refund using the same form of payment as the original purchase, less a cancellation fee.

Passenger reservations/ticketing made by a Customer using the website booking system will be eligible for the internet purchase discount shown in Appendix B, except for Infant Fares. The advance purchase and internet purchase discounts may be combined.

Changes or cancellations made by Customer to an existing reservation will be assessed a Change or Cancellation fee shown in Appendix B. If a Customer changes his/her reservation, the Customer will be charged an amount equal to the applicable new fare, (including related fees and taxes), plus the Change Fee, less the amount paid for the original Ticket.

Change and cancellation fees will not be assessed against the Infant Fare.

D. Harbor Fees and Taxes

Harbor fees will be assessed in accordance with rates charged to Carrier by the HDOT pursuant to the Operating Agreement.

The Hawaii General Excise Tax (G.E.T.) and Public Utility Fee (and other applicable taxes or fees such as the excise tax surcharge for the City & County of Honolulu), as amended from time to time, will be assessed in addition to the charges named herein and shall be shown as a separate charge.

E. Fuel Surcharge

A Fuel surcharge will be added to the published rates at the time of Ticket purchase when and if the 30-day trailing average delivered cost of Fuel to Carrier increases at least 10% above the benchmark price of \$300 per metric ton of such Fuel that Vessel may require. Fuel surcharge shall be levied based on the pro-rata formula of the rate of a 2% increase in the price per Ticket (Passengers and Vehicles) for each 10% increase in the cost of Fuel above the benchmark price.

Once a Fuel surcharge condition is in effect, the Fuel surcharge may be adjusted every month based upon the 30 day trailing average of the delivered cost of the Fuel. All applicable taxes and fees (including harbor fees) will be assessed on the Fuel surcharge.

For example, if the delivered cost of The Fuel to the Carrier is \$330 or above per metric ton, which is at least 10% above the benchmark price of \$300 per metric ton, the Carrier may increase its price per Ticket (Passengers and Vehicles) by 2%. Thus, at a Fuel price of \$330 per metric ton, a Ticket that is purchased for \$50 will increase by \$1.00 (\$50 x 2%) plus taxes and fees.

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The Fuel surcharge will likewise be adjusted downward on a pro-rata basis by the same formula should the 30-day trailing average delivered cost of The Fuel to Carrier decrease.

A Fuel surcharge for the calendar month (or portion thereof) of the Carrier's initial start of ticket sales shall be based upon the quoted price of Fuel delivered to Carrier on the business day immediately preceding start of ticket sales.

Beginning on the first day of the month following the start of ticket sales, Carrier shall adjust Fuel surcharge on the first day of each calendar month based upon the trailing 30 day average fuel price ending on the 23rd day of the previous month.

Fuel surcharge shall not apply to Change Fees, discounts (e.g. advance booking discount) or adders (e.g. Premium Lounge Upgrade), or Passenger baggage.

F. Advances, Delays, Cancellations, Change in Destination

Scheduled or advertised departure and arrival times may be advanced or delayed if Carrier shall find it necessary, prudent or convenient to do so because of weather, mechanical difficulties, maintenance or other reasons. Carrier shall not be responsible for substitute travel costs or missed travel connections or any other "cover" or consequential damages associated with such delays or cancelled Voyages or any other reason.

Voyage(s) may be cancelled if Carrier finds it necessary, prudent or convenient to do so because of weather, mechanical difficulties, maintenance or other reasons related to safety or health in the reasonable discretion of Carrier. Carrier shall attempt to notify Customers that the Voyage has been cancelled.

If Carrier cancels a Voyage, Customers may elect to receive either a refund of the amount paid, in the same manner as payment was made, OR a credit in an amount equal to, or greater than, the Ticket price paid usable for a future Voyage.

If Carrier determines that a Vessel that has departed from the Origin, cannot, for any reason, continue to the Destination, the Passengers and Vehicles will be returned and discharged at the Origin within a reasonable time. In the alternative, if Carrier finds it necessary, prudent or convenient to do so because of weather, mechanical difficulties, maintenance or other reasons related to safety or health in the reasonable discretion of Carrier, the Vessel may travel to another port prior to returning to the Origin. In such case, Customers may elect to receive either a refund of the amount paid, in the same manner as payment was made, OR a credit in an amount equal to, or greater than, the Ticket price paid usable for a future Voyage.

In the event that a Voyage is expected to encounter unusually rough seas or weather, Carrier may, in such cases, notify Customer of this condition in advance, or at check-in, and provide Customer with the option to travel, or to receive a credit in the amount equal to the Ticket price good for use on a future Voyage.

G. Insurance. The following types of insurance will be carried at current industry levels and as specified by the Hawaii Public Utilities Commission: Hull and machinery, protection and indemnity, pollution liability, excess marine liability, and comprehensive general liability insurance.

H. Safety, Security & Law Enforcement Agencies

Carrier will cooperate with all federal, state and local public safety and law enforcement agencies including allowing passage of law enforcement agents actively engaged in investigation of potential criminal activities at the applicable Ticket rates as set forth in this Tariff.

I. Block Booking Policy

In general, all reservations must be ticketed (i.e., purchased and paid for) at the time of booking. However, Carrier may make an exception for certain Commercial Customers and Wholesalers who make regular and significant purchases on an ongoing basis, who may hold block un-ticketed reservations for Vehicle(s) and Passenger(s) until 15 days prior to departure at which point the Customer must ticket and pay for the reservations or they will be cancelled. The ability for such Customers to hold un-ticketed reservations will be at the Carrier's option and discretion and may be subject to additional limitations, such as block utilization and payment history.

J. Connecting Fares

A Connecting Route Discount per Appendix B is available for Passengers and non-commercial Vehicles that travel between two neighbor islands and connect through Honolulu on immediately consecutive Voyages. Such connections may occur on consecutive days if a same day routing is not available per Carrier's Schedule.

K. Commissions, Discounts and Upgrades

Commissions

Base Commissions vary from 0% to 15%. Override Commissions vary from 0% to 10% and are in addition to Base Commission. Base and Override Commissions will only be paid to companies with specific written agreements with Carrier, issued at the option and discretion of Carrier. All such agreements will comply with the terms outlined in this tariff.

Base Commission and Override Commission will only be paid on travel packages involving hotel, car rental or other travel related products. In no cases will commission be paid on sales of Ferry tickets only. Any Wholesaler who sells Ferry tickets only (i.e., not as part of a travel package) only in violation of its agreement with Carrier will no longer be eligible for commissions and may be subject to other remedies pursuant to its agreement with Carrier.

Schedule of Commissions

<u>Category of Purchaser</u>	<u>Base Commission</u>
Retail Travel Agent -----	0%
US Based Wholesaler -----	10%
Foreign Based Wholesaler -----	15%

<u>Category of Purchaser</u>	<u>Override Commission</u>
Retail Travel Agent -----	0%
US Based Wholesaler -----	0-5%
Foreign Based Wholesaler -----	0-10%

Upgrade. "Upgrade" is providing access to Premium Lounge gratis to a Customer who has not purchased the Premium Lounge Upgrade. Consistent with practices in the airline and car rental businesses, Carrier may at the Carrier's option and discretion issue Upgrades. Upgrades will not interfere with other Customers' ability to purchase Premium Lounge Upgrades.

Tour Conductors

Subject to the conditions and provisions of this rule, an individual hereinafter called "Tour Conductor" will be carried by the Carrier gratis; this only applies to the Tour Conductor's individual Passenger ticket and not to any additional expenses such as Vehicle charges or excess baggage charges. A Tour Conductor is defined as an individual who is in charge of and guides a tour group or is supervising a group (such as a school group) in person and who accompanies the group traveling together over all or a portion of their itinerary. Carrier reserves the right to verify the qualifications of the person(s) presented as tour conductors.

When the above conditions are fulfilled, the allowance for Tour Conductors will be as follows:

- 1) Less than 10 Passengers - No Passenger ticket
- 2) From 10 to 25 Passengers - One Passenger ticket
- 3) For each 25 Passengers thereafter – One Passenger ticket, subject to a maximum of 20 complimentary Passenger tickets per group.

For groups made up primarily of Passengers under 18 years old (such as school groups) and when the above conditions are fulfilled, the allowance for Tour Conductors will be as follows:

- (1) Less than 8 Passengers - No Passenger ticket
- (2) From 8 to 15 Passengers - One Passenger ticket
- (3) For each 15 Passengers thereafter – One Passenger ticket, subject to a maximum of 20 passes per group.

Tactical Sales

Carrier may conduct "Tactical Sales", which are tactical pricing discounts primarily used to address weak booking periods. The specific, published terms and conditions including the booking/ticketing dates and the travel dates will be published on Carrier's website. Tactical Sales may be generally made available to all Customers or may be offered as targeted promotions, such as only available to members of Carrier's frequent traveler program.

L. Complaints

Complaints or comments may be made telephonically to Carrier's Customer Relations department at (808) 531-7400 (or other number designated by Carrier on its web site), Carrier's web site <http://www.hawaiisuperferry.com>, or addressed to Customer Relations, Hawaii Superferry, Inc., One Waterfront Plaza Suite 300, 500 Ala Moana Blvd., Honolulu, HI 96813. If complaints are not resolved to Customer's satisfaction, Customers may also contact the Hawaii Public Utilities Commission as follows:

By mail: 465 South King Street, Room 103, Honolulu, Hawaii 96813
By telephone: (808) 586-2020
By facsimile: (808) 586-2066

M. Government charges and inspections

Customer shall indemnify Carrier for any losses, damages, expenses, liabilities, fines and penalties suffered as a result of breach of Customer's obligations to submit all required documentation to Carrier.

In the event Carrier incurs fines levied by government agencies due to errors, omissions, or negligence on the part of Customer to submit documentation required by law, all fines and penalties will be for the account of Customer.

When Customer's Vehicle or property must undergo inspection by Hawaii Department of Agriculture, Food and Drug Administration, Police, Military, or other government authority or agency, such inspections will be at the risk and expense of Customer. All expenses paid or billed through Carrier for these inspections will be charged to Customer.

N. Severability

If any provision or any part of a provision of this tariff shall be finally determined to be superseded, invalid, illegal, or otherwise unenforceable pursuant to any applicable law or court order, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provision or parts of the provision of this tariff, which shall remain in full force and effect as if the unenforceable provision or part were deleted.

III.

PASSENGER SERVICES

A. Identification

All Customers 18 years of age and over, and all Passengers under 18 years old traveling unaccompanied are required to present a valid government-issued photo identification (i.e. drivers' license, State ID card, passport) that matches the name of the person on the Ticket prior to boarding the Vessel. (See Section II.Q. regarding unaccompanied minors.)

B. Customer Check-In & Terminal Ticket Purchase Times

Customers with Tickets are required to check in at the terminal at the Origin no later than 30 minutes prior to scheduled departure. Customers checking in after this time may be denied boarding.

Subject to space being available, Customers may purchase Tickets at the terminal on day of departure no later than 60 minutes prior to scheduled departure.

C. Travelers Needing Assistance

Carrier's Vessels are able to accommodate Passengers with limited mobility and Passengers using wheelchairs, including access to vehicle decks and accommodations on passenger decks. Passengers requesting special assistance for boarding must arrive at the terminal a minimum of 60 minutes before scheduled departure time so Carrier personnel can assist these Passengers.

D. Passengers on Vehicle Decks

United States Coast Guard regulations require that Customers not be permitted on vehicle decks while Vessel is at sea. Visits to the vehicle deck during a Voyage may be made only with special permission of Vessel's Master and Passengers must be escorted by Carrier's crew member.

E. Onboard Electrical Power

Electrical current in the cabins of Carrier's Vessels is 110-volt, 60-cycle AC. Power is unprotected from surges or brownouts. Use of electronic devices on board the Carrier's Vessels will be at the Customer's own risk and Carrier shall not be liable for any damages arising out of Customer's use of his own electronic devices.

F. Stowaways

Persons attempting to ride the Ferry without valid Tickets and Boarding Passes will be considered stowaways. It is a crime to stow away on a Ferry. Stowaways will be removed from the Ferry at the next port and will be turned over to law enforcement agents.

G. Service and Law Enforcement Animals

A service animal traveling with a person with a disability or a police dog or other similar animal traveling with law enforcement agents or search and rescue officials is permitted on the passenger deck. There is no additional charge for such animals traveling with a Passenger. A service animal is defined as any guide dog, signal dog, or other animal individually trained to provide assistance to an individual with a disability. Service cats must stay at all times within a secure pet carrier from which they cannot escape. Carrier will accept the following as evidence that an animal is a service animal: identification cards, documentation, presence of a harness or markings on the harness, prescription from a licensed medical doctor, or other credible assurance of the Passenger using the animal for his or her disability.

H. Pets & Domestic Animals

ONLY domestic cats, dogs, pigeons, and domestic rabbits, will be allowed to travel on the Ferry without a HDOA certificate. No other domestic animals – including mammals, birds, fish, reptiles, amphibians, and insects – will be allowed to travel on the Ferry.

Domestic animals (except service animals and animals traveling with law enforcement agents per Section III.G. above) will NOT be allowed to travel on the Passenger Deck under any circumstances.

All animals traveling should be clean and in good health and not unduly aggressive. Female dogs in oestrus (heat) and females with suckling young will not be accepted consistent with USDA recommendations.

Consistent with United States Department of Agriculture (USDA) Animal Welfare Act (AWA), no more than two live puppies or kittens from the same litter, 8 weeks to 6 months of age, that are of comparable size and weighing 20 lb. (9 kg) or less each, may be transported in the same primary enclosure (i.e. Sky Kennel). All other animals must travel in individual containers.

Carrier recommends that domestic animals travel in IATA-approved Customer-supplied travel kennels (e. g. SkyKennel, VariKennel) that retain all domestic animal waste discharge and food and water spillage. Container must be in proper repair and clean and allow animal to stand up and lie down without being cramped and to turn around within it. Customer's name must be clearly visible on travel kennel. Travel kennels must be carried by the Customer to kennel location as per Carrier staff direction.

Dogs are allowed to travel free inside Vehicles at owner's discretion as long as windows allow adequate ventilation but prevent animal from escaping. All other animals that remain in Vehicles must be contained within appropriate enclosures to ensure they cannot escape or inflict injury to themselves. Domestic animals may also travel in an IATA-approved travel kennel properly secured in an open truck bed.

Customer access to domestic animals is not permitted during Voyage.

Carrier reserves right to refuse carriage to domestic animal in its sole discretion.

Customer understands and accepts that domestic animals may become motion sick and that Carrier is not responsible for animal's health in any way. Customer traveling on the Ferry with a domestic animal hereby releases Carrier from any and all liability arising out of loss, illness, damage or death of the domestic animal and shall defend, indemnify and hold Carrier harmless for any liability or damage arising out of the transportation of the domestic animal.

I. Transporting Firearms And Other Weapons

Passengers, other than law enforcement agents actively engaged in investigation of potential criminal activities, shall not be permitted to travel with any firearms or weapons on his/her person or baggage.

Appropriately identified law enforcement agents actively engaged in investigation of potential criminal activities shall be required to declare all legal firearms or weapons to Carrier and are required to secure them in accordance with instructions from Carrier's Master. Violation of this rule shall be subject to prosecution for violation of applicable laws.

No bladed weapons, equipment or sporting goods, such as knives, bows, arrows, saws, spears, nun-chucks, box cutters, ice axes, cleavers, swords, or similar etc. are permitted within passenger compartment except for sheathed or folded knives with blade (including handle or shaft) of less than three inches in length.

No baseball, cricket or other types of bats, golf clubs, hockey or lacrosse sticks, pool cues, ski poles, clubs of any kind or similar are permitted within the passenger compartment.

No tools greater than seven inches in length shall be permitted in passenger compartment including axes, hatchets, cattle prods, crowbars, hammers, drills

No item that could be construed as a weapon of any kind, including firearms, knives (except as permitted above), arrows, spears, grenades, fireworks etc. or toy replicas thereof, will be permitted in passenger compartment.

See Section IV. N. for Firearms or Ammunition in Vehicles.

J. Smoking

Smoking is not permitted anywhere on the Ferry or the Ports.

K. Hazardous Materials

No Hazardous Materials of any kind are permitted in baggage or passenger areas.

L. Passenger Baggage

Carry on:

All Passengers may carry on a maximum of two personal items no larger than 18" x 13" x 12" (e.g. hand bag, brief case, day pack) into the passenger accommodation. In addition, an adult Passenger traveling with an infant may carry on one infant carrier or car seat per infant. There are no baggage compartments in the passenger accommodation so all carry-on personal items must be kept in or on Passenger's seat.

Carrier shall not be responsible for lost, stolen, or damaged carry-on personal items. Passengers shall be responsible for the handling and safety of their carry-ons while on board the Vessel.

Checked baggage:

Walk-on Passengers shall be permitted to check-in two pieces of baggage, each with no dimensions larger than 13" x 22" x 34" and weight no greater than 50 lbs onto the public baggage cart.

Walk-on Passengers are permitted excess or oversize baggage at price per Appendix B. A maximum of two additional baggage items, each with no dimensions larger than 20" x 22" x 34" and weight no greater than 50 lbs. OR one additional oversize Item with no dimensions larger than 13' long x 32" x 24" and weight no greater than 70 lbs, subject to space availability.

One folding baby stroller per infant is permitted as checked baggage and is not counted in the baggage allowance. Baby strollers are not permitted in passenger accommodation for safety reasons.

Oversize Item examples:

- One surfboard bag (containing up to 2 boards)
- One windsurfer bag (containing up to 2 boards + sails + masts)
- Cooler (not to be damp or leaking, + securely closed)
- Single kayak or canoe
- Bicycle or tandem.

Passengers are responsible to ensure baggage provides adequate protection for contents in case other items are placed on top.

Passengers shall be responsible for carrying all personal items and baggage items. Checked baggage shall not be accessible on board the Vessel.

Carrier is not responsible or liable for fragile, perishable or valuable articles in baggage. Carrier's liability for lost, damaged or stolen checked bags is limited to \$4.00 per lb. with a maximum total liability of \$1,250. Customer waives any claim of right to liability if Customer fails to make a claim for the baggage at Destination Port.

Excess baggage valuation for lost, damaged or stolen baggage up to a maximum of \$1,500 may be declared and insured at extra cost per Appendix B. Excess baggage insurance expressly does not cover fragile or perishable items, paper items including cash, securities (e.g. stocks, bonds, etc.), contracts, tickets, manuscripts, historical documents, etc. antiques, artifacts, heirlooms, precious metals or stones, sporting goods, toy or scale models, or works of art.

All baggage and personal items are subject to inspection.

Each piece of baggage must have a current identification label with the Passenger's name, current address, and telephone number affixed.

No baggage or personal effects shall be damp, leaking or dripping fluids of any kind, and no gases, fumes or odors of any kind may be emitted.

Firearms are not permitted in baggage or personal effects except for on-duty law enforcement agents. No Hazardous Materials are permitted in baggage.

Carrier has the right to refuse any baggage or personal items for any reason.

Unaccompanied baggage shall not be allowed on board Carrier's Vessels.

Unattended or unclaimed baggage is not permitted aboard Carrier's Vessels, in Carrier's terminal buildings or anywhere in Carrier's terminal areas or Ports. Carrier may, but is not required to, attempt to inform a Customer of unclaimed baggage. Such baggage is subject to search, removal or disposal, or being turned over to law enforcement agencies for security reasons.

M. Limited Liability

Carrier shall not be liable in any capacity for any loss, damage, detention, delay, occurring during such time, arising from, caused by, or, in Carrier's judgment, rendered necessary or advisable by reason of, any declared or undeclared war, act of God, perils, dangers and accidents of the sea or other navigable waters, force majeure, weather delay, act, neglect, or default of the Master, mariner, pilot or the servants of the carrier in

the navigation or in the management of the ship, fire, latent defects not discoverable by due diligence, any other cause arising without the actual fault and privity of the carrier, hostilities, war-like operations, revolutions, sabotage, malicious acts, theft, embezzlement, pilferage, strikes, lockouts, work stoppages, slowdowns or labor disturbances or restraints of whatsoever nature, whether general or partial, and regardless of who are the promoters thereof, whether involving the officers or crew of the Vessel or others, or from any other risk or cause whatever, not included in the foregoing, and whether similar or dissimilar thereto, unless the party asserting the claim shall prove that such risk or cause was one within Carrier's control and that the loss, damage, detention delay, nondelivery, misdelivery, or conversion was due to Carrier's negligence.

Except as otherwise required by applicable laws and/or regulations, Carrier shall not be liable for the loss of, or damage to, of any baggage such as fragile or perishable articles, currency or coin, bank bills, deeds, jewelry, business documents, drafts or valuable papers, postage or revenue stamps or legal papers with such stamps affixed, precious metals or stones or articles manufactured therefrom or other articles of extraordinary value or any articles, which are transported by Customer whether with or without the knowledge of the Carrier.

Neither Carrier nor Agent shall not be liable for injury or damage caused by Customer or Customer's Vehicle or caused by other Customers or other Customer's Vehicles.

Customer shall defend, indemnify and hold Carrier and Agent harmless for injuries or damages arising out of Customer's conduct or errors or omissions.

In no event shall Carrier be liable for amounts greater than the loss actually sustained nor shall Carrier be liable for incidental or consequential damages arising from any cause whatsoever, even if Carrier has been advised of the possibility of same.

N. Right of Refusal

Carrier reserves the right to refuse carriage to any person at Carrier's sole discretion.

Any person who attempts to gain passage in a fraudulent manner will be denied boarding and will be turned over to law enforcement agents.

O. Child, Veterans and Senior Fares

Children aged two years to twelve years old inclusive, passengers aged 62 years and older and veterans of the United States Armed Services including Coast Guard shall travel at fares ten dollars (\$10) less than adult fares. Government issued identification is required as proof of eligibility for veteran or senior fare when checking in. As proof of age, a parent or guardian traveling with a child on a child fare may be required to present either a passport, birth certificate, government-issued picture identification card or other identification document acceptable to Carrier bearing child's birth date.

Advance and internet purchase discounts and Premium Lounge upgrade adders shall apply to these children, veterans and senior fares.

P. Infant Fare

Infants from 14 days up to two years of age may travel at a special rate as shown on Appendix B. As proof of age, a parent or guardian traveling with an infant on an Infant Fare may be required to present either a passport, birth certificate, government-issued picture identification card or other identification document acceptable to Carrier bearing infant's birth date.

A maximum of one infant is permitted to travel with each accompanying adult.

Infant Fares allow infant to travel in same class as parents, or other family members, accompanying infant. Infant Fares may not be combined with the advance purchase or internet purchase discount, nor will a change or cancellation fee be charged on an Infant Fare.

Q. Children / Minors

Minors 15 years of age or older may travel unaccompanied as long as he / she possesses a valid passport, birth certificate, government-issued picture identification card or other identification document acceptable to Carrier valid government issued picture ID.

Children under 15 years of age must be accompanied by a Passenger of at least 18 years traveling in the same class of service.

R. Frequent Traveler Program

Carrier plans to offer a Frequent Traveler Program (FTP) as described in Appendix D within 180 days of start of service.

IV.

VEHICLE TRANSPORTATION SERVICES

A. General

Any currently registered and insured (see Section IV B.) rubber-tired Vehicle in good running condition that may be driven legally on a State of Hawaii highway or County road may be transported on Carrier's Vessels subject to the rules of this Tariff. Off-road, construction or farm Vehicles may be carried by special arrangement and additional costs (see L. Oversize Vehicles below) and subject to capacity, weight and other limitations as Carrier may impose.

Registered owner or agent of the registered owner of the Vehicle shall present all documents and identification at the time of check in, as required by law.

Registered owner or agent thereof must drive Vehicle on to Vessel, be present on Vessel during Voyage, and drive Vehicle off Vessel.

Vehicles must be in good running condition and must start reliably. Vehicles that require assistance in moving will be denied boarding.

Vehicles that are excessively dirty, muddy or have caked-on mud on Vehicle or tires shall not be permitted on board, and may not be cleaned at the terminal.

All Vehicle engines, including reefer power units, must be turned off for duration of Voyage once Vehicle is parked on Ferry.

Driver must be at least 18 years of age.

Carrier will not be responsible for loss or damage to personal effects left in Vehicle.

B. Requirements For Vehicle Transportation

Registered owner or agent of the registered owner of the Vehicle must make available (and must be visible) to Carrier the original Vehicle Identification Number (VIN), the make, model, and color at check-in, and such information may be made available to law enforcement agencies. At Carrier's option, some of this information may be pre-recorded by Carrier at time of booking.

A valid driver's license, proof of valid registration, and the owner's or agent's valid motor vehicle insurance must be made available to the Carrier at the time of check-in except in the following instances:

Proof of Vehicle's valid registration for all Vehicles except for an unrecorded owner pending a lawful transfer. A certificate of ownership signed by the previous owner may be substituted for the current certificate of registration for a Vehicle purchased within thirty days of transportation.

A facsimile of proof of motor vehicle insurance from an insurance company may be accepted for a Vehicle purchased within thirty days of transportation.

Presentation of proof of motor vehicle insurance is required for all licensed or unlicensed motorized Vehicles for on or off-road use.

A notarized Authorization To Move Vehicle form is attached as (Appendix C) authorizing agent and signed by registered owner must be presented to Carrier staff if registered owner is not driving Vehicle. This includes Vehicles driven by registered owner's immediate family members and commercial Vehicles. Authorization letters covering

multiple, but individually nominated, Vehicles and drivers may be accepted for Commercial Customers.

Carrier may enter into a written agreement with rental car companies whereby the rental car company may authorize the transportation of its Vehicles on Carrier's Ferry by a rental car customer provided the rental car company has provided to Carrier an Authorization to Move Letter that covers the particular Vehicle and that the rental car customer produces a valid rental contract, and such documentation in a form that the rental car company and Carrier mutually agree authorizes driver to move Vehicle between islands (if any), plus all other documentation required of other drivers including driver's license, proof of valid insurance, etc.

The table below summarizes documents required to move various classes of Vehicles.

Personal Vehicles	Documents Required
Owner	Valid registration, driver's license with photo, Proof of valid insurance
Agent of Owner (including family or friend)	Valid registration, driver's license with photo, Proof of valid insurance, Notarized Authorization To Move Vehicle
Unlicensed Off Road Vehicles	By special arrangement with Carrier if not carried on on road-legal licensed trailer.

Commercial Vehicle (e.g. truck, bus)	Documents Required
Company driver	Valid registration, driver's license appropriate for category or class of Vehicle with photo, Proof of valid insurance, Notarized Authorization To Move Vehicle
Non-company driver	Valid registration, driver's license appropriate for category or class of Vehicle with photo, Proof of valid insurance, Notarized Authorization To Move Vehicle

Damaged Vehicles	
Individually or third-party owned	Valid registration, driver's license with photo, proof of valid insurance, Notarized Authorization To Move Vehicle
Insurance salvage / dealer owned	Proof of valid insurance

Government owned Vehicles	
federal, state or county governments	Valid registration, driver's license with photo, proof of valid insurance, notarized Authorization To Move Vehicle
Military owned, operated & licensed Vehicles	Driver's license with photo, Proof of valid insurance, Military ID

Rental Vehicle	
Vehicle transfers	Not applicable
Renter	Valid registration, driver's license with photo, proof of valid insurance, Authorization To Move Letter, other documents pursuant to agreement with rental car company.

New / Used Vehicle delivery	Documents Required
Dealer delivery to end customer (owner)	Valid registration, driver's license with photo, proof of valid insurance, notarized Authorization To Move Vehicle
Dealer owned	Proof of dealer ownership, driver's license with photo, proof of valid insurance
New Vehicle manufacturer to dealer	Proof of new Vehicle status, driver's license with photo, proof of valid insurance
New Vehicle manufacturer to rental car agency	Proof of new Vehicle status, driver's license with photo, proof of valid insurance

C. Vehicle Check-In Times

Customers traveling with their Vehicles with Tickets are required to check-in with Carrier in at the terminal no later than 30 minutes prior to scheduled departure time, or as otherwise directed by Carrier. Vehicles that check in less than 30 minutes before scheduled departure time may be denied boarding.

Persons with Vehicles without Tickets are required to purchase Tickets at the terminal no later than 60 minutes prior to the scheduled departure time and Carrier makes no guarantee that there will be available space to transport Vehicle.

Heavy, oversized or off-road Vehicles (see Section IV. L) must purchase Tickets at least 24 hours in advance and must check in a minimum of 60 minutes prior to the scheduled departure time or as otherwise specified by Carrier.

D. Vehicle Screening

All Vehicles are subject to security, and agricultural screenings and the driver of the Vehicle may be required to open any or all compartments and must be equipped to open any and all compartments on request by Carrier's authorized personnel. Carrier reserves the right to refuse service if full access to all compartments is not available. Carrier will cooperate with law enforcement and other government agencies as applicable.

All Vehicle occupants are also subject to screening.

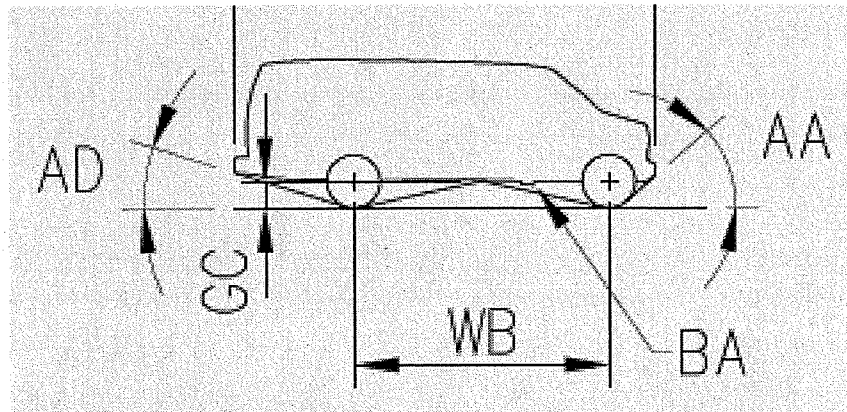
E. Dimensions, weights & measurement

The maximum height for all Vehicles is 14 feet, including load. The maximum dimensions, including ground clearance, of any Vehicle are subject to any operational limitations of the Port or Vessel per Carrier's sole discretion.

The actual maximum length, height and width measurements of the Vehicle including its load (but excluding legally required rearview mirrors) will determine the applicable rate charged. Measurements will be based on the greatest overall dimensions, including bumpers, racks, load or other fittings extending beyond the body of the Vehicle.

Customer agrees that if the Vehicle's dimensions or weight measures differently from the dimensions booked by Customer, the Customer will be charged the Vehicle rate as actually measured and may be refused carriage by Carrier if Vessel does not have available capacity to take increased dimensions or weight.

Breakover (BA), approach (AA) and departure angle (AD) clearances (e.g. high-centering, front or tail dragging), may mean certain long, or low Vehicles cannot be accommodated. Vehicle owner should contact carrier to discuss whether its Vehicle or its trailer will conflict with the following minimums:



Minimum breakover angle (BA) to or from Kauai: 5.7 degrees

Minimum breakover angle (BA) to or from Maui: 10.7

Carrier is not responsible for damage to any Vehicle caused by the angle of any ramps. The driver shall be responsible to determine the safe clearance for low-riding or long-overhang Vehicles and any resulting damage to Vehicle, ramps, facilities or Ferry shall be the responsibility of the driver.

F. Customer Responsible For Securing Vehicle Contents

Carrier's Vessels are subject to motions created by sea conditions which at times can be significant.

The driver of the Vehicle is responsible for securing any personal effects or contents in order to prevent it from movement or damage or shifting while Vehicle is in transit.

ISSUED: April 11, 2007

EFFECTIVE: May 27, 2007

ISSUED BY: ROBERT E. WHITE
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500 ALA MOANA BLVD., HONOLULU, HAWAII 96813 (808) 531-7400 <http://www.hawaiisuperferry.com>

Carrier shall not be responsible for damage resulting from failure to properly secure any personal effects or contents.

G. Vehicle Leakage

Any discharge from the Vehicle and/or its contents and the resulting cleanup charges, fines and or other penalties will be assessed to the Vehicle's owner or agent.

H. Round-trip (Empty one way) return rates

Round-trip return rates per Appendix B for large Vehicles will apply only to commercially licensed Vehicles returned to the Port of Origin within 30 days of arrival at the Destination Port. Reservation and payment for both segments of a round-trip booking must be made at the time of the original booking.

I. Loading and Unloading of Vehicles

Carrier requires that all Vehicles be driven on and off the Vessel solely by registered owner or agent of registered owner under their own power (i.e. the Vehicle cannot be pushed or pulled on or off the Vessel by another Vehicle or person or persons).

J. Motion Detector Alarms

All motion detector alarms must be turned off or otherwise disabled while Vehicle is aboard Carrier's Vessels.

K. Locking of Vehicles

Vehicle must be locked once Vehicle is parked on the Vehicle deck.

L. Oversized, Heavy and Off-Road Vehicles

Vehicle fares are determined by the Vehicle's overall maximum length, height and width dimensions including all racks, loads, personal effects or contents that protrude beyond the dimensions of the actual Vehicle, with sole exception of rear view mirrors as required by law. Vehicles may be required to fold in rear view mirrors on board.

Vehicles up to and including 9 feet wide will be carried at standard rates as shown on Appendix B.

Vehicles over 9 feet wide may be accommodated by special arrangement made in advance with Carrier only. Such Vehicles will be assessed and permitted to board by Carrier on a case by case basis and subject to special pricing on a case by case basis.

Vehicles over 14 feet high will not be allowed to travel on Carrier's Vessels.

Vehicles over 55 feet in overall length (including load) will be carried on a case by case basis.

Vehicles that exceed specified Gross Vehicle Weight (GVW) or Hawaii road legal weights (either per axle or in total) shall be assessed and permitted to board by Carrier on a case by case basis. Fares on overweight Vehicles will be increased by the percentage over road legal weight; e.g. a Vehicle that exceeds the maximum axle weight by 10% will be charged 110% of otherwise applicable Vehicle fare and will be accepted on a case by case basis.

Vehicles with axle loads exceeding 24,000 pounds (single axle) or 30,000 pounds (double axle), will not be carried. Vehicles with total weight or weight distribution characteristics that exceed the limitations of the Vessel or Port facilities will not be permitted on the piers or Vessel.

Carrier is not responsible for damage to any Vehicle caused by the angle of any ramps. The driver shall be responsible to determine the safe clearance for low-riding or long-overhang Vehicles and any resulting damage to Vehicle, ramps, facilities or Ferry shall be the responsibility of the driver.

Non-rubber-tired Vehicles (e.g. tracked Vehicles) will not be carried unless on street-legal trucks or trailers and may be accommodated by special arrangement made in advance with Carrier only. Such Vehicles will be reviewed on a case-by-case basis and subject to special pricing.

Carrier may require that the Vehicle weight and axle loading be measured prior to loading and current evidence thereof presented to Carrier's personnel at time of check-in.

M. Trailers

Trailers are not permitted if not attached to a self-propelled towing Vehicle. They must stay attached to the towing Vehicle at all times. Brakes must be set once parked on Vehicle deck.

N. Carriage of Firearms & Ammunition In Vehicles

No bulk or commercial quantities of firearms or ammunition may be carried for any purposes.

Only licensed personal firearms (handguns, hunting rifles & shotguns only) and ammunition in amounts for reasonable personal use may be carried within Vehicles onboard the Vessel provided the firearm is unloaded, the ammunition is secured in a tight container and the firearm and ammunition are located in separate locations within the Vehicle. Non-conventional ammunition (i.e. depleted uranium) may not be carried.

The driver must declare and completely identify the firearm and any ammunition during the check in screening process and is subject to verification of the above requirements. Failure to declare any firearm or ammunition will result in denied boarding. If undeclared firearms or ammunition are detected after boarding or when Vessel is under way, Carrier shall notify law enforcement agencies.

O. Electrical service

230V / 60Hz 50 Amp three-phase electrical service is available by advance reservation for refrigerated Vehicles on an as-available basis. Customer must furnish own power cord and make all connections and disconnections.

Vessel's electrical service may be subject to power surges, brownouts, disruption or failure. The use of the Vessel's electrical service is at the user's own risk and Carrier shall not be responsible for any damage to the Vehicle, its refrigeration equipment, or its contents resulting from usage of such electrical service or failure of such electrical service.

P. Motorcycles, Scooters, Mopeds and Bicycles

All motorcycles, scooters, mopeds and bicycles must be fully secured on the Vehicle deck using appropriate tie-downs. It is the responsibility of the owner or operator to ensure this is completed properly. Tie down equipment will be provided on request. However, Carrier does not guarantee it will be suitable for every Vehicle and reserves the right to deny service if adequate tie down cannot be achieved in its sole discretion. Carrier shall not be responsible if the tie down does not work and the motorcycle, scooter, moped or bicycle is damaged.

Q. Domestic Livestock & Poultry

Domestic livestock and poultry, which means **ONLY** domestic cattle, horses, donkeys, goats, and sheep, and chickens and roosters, will be allowed to travel on Carrier's Vessels if accompanied by a HDOA Certificate of Ownership & Movement (HDOA Animal Industry Form DC-44). No swine of any kind are permitted on board, including pigs, pot-bellied pigs, hogs, boars and sows.

HDOA-quarantined domestic livestock (as defined above) will be allowed to travel on Carrier's Vessels **ONLY** when owner or agent furnishes a HDOA Certificate of Ownership/Movement (HDOA Animal Industry Form DC-44) **AND** a specific point-to-point HDOA Permit to Ship (HDOA Animal Industry Form DC-8).

It is the responsibility of the Customer to comply with any and all applicable FDA, DOA, HDOA or other government agency rules and regulations.

Domestic livestock and poultry are required to travel in covered and properly ventilated livestock containers or Vehicles that fully retain all livestock waste discharge and feed/water spillage. All costs – including any required clean-up expenses to Carrier's Vessels or other Vehicles being transported on Carrier's Vessels, and fines and/or penalties assessed or incurred against the Carrier – shall be charged to the owner or agent of the Vehicle as a result of spill of livestock waste discharge and/or feed/water spillage.

Carrier reserves right to refuse carriage to livestock or poultry in its sole discretion.

No Customers shall be allowed on the Vehicle Deck to tend domestic livestock and poultry or for any other reason. Customer hereby releases Carrier from any and all liability arising out of loss, illness, damage or death of livestock or poultry transported by Customer and shall defend, indemnify and hold Carrier harmless for any liability or damage arising out of the transportation of the livestock or poultry.

R. Plants, Flowers, Crops & Soil

Plant and propagative plant parts (e.g. roots, root stock) must be inspected at the HDOA Plant Quarantine Office and will **ONLY** be allowed to travel on Carrier's Vessels accompanied by a signed HDOA certificate of inspection. No other plants will be permitted on board.

Cut or harvested flowers, foliage, fruits, vegetable, and other non-propagative plant parts need not be inspected prior to being transported on Carrier's Vessels, but shall be subject to random HDOA inspections at either the Port of departure or Port of entry.

Transportation of any plants and plant parts from an infested area to another island will **NOT** be allowed to travel on Carrier's Vessels including, but not limited to, sugarcane plants and parts thereof including leaves, roots, and cuttings; dasheen and taro corms; papaya and cucurbit plants and plant parts except seed and fruit; and banana plants and plant parts except fruits.

Customer shall also comply with any and all current or future rules set by HDOA, U. S. Department of Agriculture, FDA or other government agency for plant, or crop movement restrictions as applicable.

Soil, sand contaminated with visible amounts of soil, and animal manure in any amount will **NOT** be allowed to travel on Carrier's Vessels.

S. Recreational Vehicle Safety

Up to two (2) closed, HDOT-approved propane gas containers of maximum 20 lb. capacity attached to recreational Vehicles may be allowed on Carrier's Vessel per Section IV.T below.

T. Hazardous Materials

No Vehicle may carry Hazardous Material in any amount that would require Vehicle placarding under Federal or State hazardous material regulations.

Customers carrying any Hazardous Material in their Vehicle must declare and completely identify such items to Carrier's terminal personnel at time of check-in. Customers will not be allowed to carry any Hazardous Material on their person. The following additional rules shall apply:

- Transportation of small amounts of hazardous material by an individual for non-commercial purposes in a private Vehicle are allowed if not subject to Federal or State Hazardous Material Regulations.
- No flammable gas (e.g. acetylene, hydrogen, etc.) is permitted in any amount with exception of propane (see below).
- No explosives other than legal fireworks and small arms ammunition in private automobiles (provided they are stored in tight containers), will be allowed.
- Flammable liquids in bulk are not accepted for transportation. A Vehicle may carry up to two (2) closed U. S. Department of Transportation ("USDOT")-approved fuel containers of up to six gallon capacity.
- A Vehicle may carry up to two (2) sealed (closed) USDOT-approved propane tanks up to 20 lbs. capacity each as long as Carrier's staff is notified at time of boarding.
- If propane is carried in conjunction with flammable liquid (above), Vehicle may carry no more than one (1) sealed (closed) USDOT-approved propane tank of up to 20 lbs. capacity plus one closed USDOT-approved fuel container of up to six gallon capacity.
- FDA approved medical oxygen bottles for personal use are allowed, but no bulk oxygen transport is allowed.
- Vehicles carrying "dry ice" (CO₂) as a refrigerant must declare same to Vessels' Master so Vehicle can be positioned in a properly ventilated area.
- Vehicles carrying fumigated products (e.g. fruits & vegetables) must prove there has been sufficient time to allow the fumigant to disperse (minimum of 24 hours.)

Misrepresentation, mislabeling, or mishandling of hazardous materials of any kind, explosives, corrosives or fuels by Customer may result in denial of service and removal and/or destruction of the Hazardous Material, and may further result in Customer being turned over to law enforcement officials for further action.

Carrier reserves the right to assess Customer charges for penalties or fines that may be imposed upon the Carrier.

U. Limited Liability

Carrier shall not be liable in any capacity for any loss, damage, detention, delay, occurring during such time, arising from, caused by, or, in Carrier's judgment, rendered necessary or advisable by reason of, any declared or undeclared war, act of God, perils,

dangers and accidents of the sea or other navigable waters, force majeure, weather delay, act, neglect, or default of the Master, mariner, pilot or the servants of the carrier in the navigation or in the management of the ship, fire, latent defects not discoverable by due diligence, any other cause arising without the actual fault and privity of the carrier, hostilities, war-like operations, revolutions, sabotage, malicious acts, theft, embezzlement, pilferage, strikes, lockouts, work stoppages, slowdowns or labor disturbances or restraints of whatsoever nature, whether general or partial, and regardless of who are the promoters thereof, whether involving the officers or crew of the Vessel or others, or from any other risk or cause whatever, not included in the foregoing, and whether similar or dissimilar thereto, unless the party asserting the claim shall prove that such risk or cause was one within Carrier's control and that the loss, damage, detention delay, nondelivery, misdelivery, or conversion was due to Carrier's negligence.

Except as otherwise required by laws and/or regulations, the Carrier shall not be liable for the loss of, or damage to Passenger's Vehicle and/or the contents in Passenger's Vehicle thereof.

Neither Carrier nor Agent shall not be liable for injury or damage caused by Customers or Customer's Vehicle or caused by other Customer's or other Customer's Vehicles.

Customer shall defend, indemnify and hold Carrier and Agent harmless for injuries or damages arising out of Customer's conduct or errors or omissions.

In no event shall Carrier be liable for amounts greater than the loss actually sustained nor shall Carrier be liable for incidental or consequential damages arising from any cause whatsoever, even if Carrier has been advised of the possibility of same.

V. Right of Refusal

Carrier reserves the right to reject Vehicles that are in Carrier's sole discretion, unacceptable for reasons related to health and safety, including, but not limited to Vehicles leaking any fluid, emitting any gas or fumes, or not clean and free of animal waste, pests, organic and plant waste, garbage or other waste materials.

Any Vehicle which has been deemed by Carrier to be in violation of this tariff, or any applicable laws or regulations, including but not limited to, carrying or attempting to transport any illegal or restricted pets, livestock, plants, flowers and crops, or in an unsafe, leaking, or non-running condition, will be denied boarding.

Appendix A

**Hawaii Superferry, Inc. Tariff 1A
Appendix A: Schedule Of Service**

The schedule below will operate 365 days per year subject to Port availability, weather conditions and maintenance activities. Service to and from Maui operates 7 days per week. Service to and from Kauai operates Sunday to Friday.

Ferry One	Service Starts July 2007		
Departs	Time	Arrives	Time
Honolulu	6:30 AM	Kahului	9:30 AM
Kahului	11:00 AM	Honolulu	2:00 PM
Honolulu (ex Saturday)	3:00 PM	Nawiliwili (ex Saturday)	6:00 PM
Nawiliwili (ex Saturday)	7:00 PM	Honolulu (ex Saturday)	10:00 PM
Ferry Two	Service Starts Early 2009		
Departs	Time	Arrives	Time
Honolulu	7:30 AM	Kawaihae	11:45 AM
Kawaihae	12:45AM	Honolulu	5:00 PM
Honolulu	6:00 PM	Kahului	9:00 PM
Kahului	10:30 PM	Honolulu	1:30 AM

ISSUED: April 11, 2007

EFFECTIVE: May 27, 2007

ISSUED BY: ROBERT E. WHITE
HAWAII SUPERFERRY, INC., ONE WATERFRONT PLAZA SUITE 300,
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**Hawaii Superferry, Inc. Tariff 1A
Appendix B**

Honolulu TO Hawai'i one way fare

	Ticket Price	G.E.T + HNL Tax	PUC fee	DOT Pax. / Vehicle Fee	DOT Gross Receipts Fee	Fare
PASSENGERS						
Adult Off-Peak Days	\$61.74	\$2.78	\$0.15	\$2.00	\$0.56	\$56.25
Adult Peak Days	\$71.69	\$3.23	\$0.18	\$2.00	\$0.66	\$65.62
Child (2 - 12), Seniors 62 & over & Veterans Off-Peak	\$51.15	\$2.31	\$0.13	\$2.00	\$0.46	\$46.25
Child (2-12), Seniors 62 & over, & Veterans Peak	\$61.08	\$2.75	\$0.15	\$2.00	\$0.56	\$55.62
Infant 14 days - 2 years	\$17.00	\$0.76	\$0.04	\$2.00	\$0.14	\$14.06
Premium Lounge Upgrade	\$20.10	\$0.90	\$0.05		\$0.19	\$18.96
Advance Purchase Discount	-\$5.03	-\$0.23	-\$0.01		-\$0.05	-\$4.74
Internet Purchase Discount	-\$3.02	-\$0.14	-\$0.01		-\$0.03	-\$2.84
Change / cancellation fee	\$5.03	\$0.23	\$0.01		\$0.05	\$4.74
Connecting Route Passenger Discount	50% of lower priced leg fare + applicable fuel surcharge, taxes & fees					
PASSENGER BAGGAGE						
Bicycle, Excess or Oversize Baggage Item	\$25.13	\$1.13	\$0.06		\$0.24	\$23.70
Additional Baggage Insurance per \$1,000	\$10.06	\$0.45	\$0.03		\$0.09	\$9.49
VEHICLES						
Change / cancellation fee	10% of fare + applicable taxes & fees					
Commercial vehicle <= 8' high DOT fee adder	\$16.79	\$0.75	\$0.04	\$16.00	\$0.00	
50% of lower priced leg fare + applicable fuel surcharge, taxes & fees						
<u>Vehicles up to and including 8' high</u>						
Motorcycle, Scooter, Moped						
Off-Peak	\$43.97	\$1.98	\$0.11	\$4.00	\$0.38	\$37.50
Peak	\$53.90	\$2.43	\$0.13	\$4.00	\$0.47	\$46.87
Passenger Autos, Small SUVs, Other up to 17' long						
Off-Peak	\$68.82	\$3.10	\$0.17	\$4.00	\$0.61	\$60.94
Peak	\$78.75	\$3.54	\$0.20	\$4.00	\$0.70	\$70.31
Large Car, SUV, Van, Pickup, Other up to 20' long						
Off-Peak	\$103.61	\$4.66	\$0.26	\$4.00	\$0.94	\$93.75
Peak	\$113.54	\$5.11	\$0.28	\$4.00	\$1.03	\$103.12
Vehicle up to and including 25' long						
Off-Peak	\$116.10	\$5.22	\$0.29	\$4.00	\$1.06	\$105.53
Peak	\$127.31	\$5.73	\$0.32	\$4.00	\$1.16	\$116.10
Vehicle up to and including 30' long						
Off-Peak	\$140.97	\$6.35	\$0.35	\$4.00	\$1.29	\$128.98
Peak	\$154.67	\$6.96	\$0.39	\$4.00	\$1.42	\$141.90
Vehicle up to and including 35' long						
Off-Peak	\$165.82	\$7.46	\$0.41	\$4.00	\$1.52	\$152.43
Peak	\$182.03	\$8.19	\$0.46	\$4.00	\$1.68	\$167.70
Vehicle up to and including 40' long						
Off-Peak	\$190.70	\$8.58	\$0.48	\$4.00	\$1.76	\$175.88
Peak	\$209.38	\$9.42	\$0.52	\$4.00	\$1.94	\$193.50
Vehicle up to and including 45' long						
Off-Peak	\$215.56	\$9.70	\$0.54	\$4.00	\$1.99	\$199.33
Peak	\$236.74	\$10.66	\$0.59	\$4.00	\$2.19	\$219.30
Vehicle up to and including 50' long						
Off-Peak	\$240.43	\$10.82	\$0.60	\$4.00	\$2.23	\$222.78
Peak	\$264.09	\$11.88	\$0.66	\$4.00	\$2.45	\$245.10
Vehicle up to and including 55' long						
Off-Peak	\$265.29	\$11.94	\$0.66	\$4.00	\$2.46	\$246.23
Peak	\$291.45	\$13.11	\$0.73	\$4.00	\$2.71	\$270.90

ISSUED: April 11, 2007

EFFECTIVE: May 27, 2007

ISSUED BY: ROBERT E. WHITE

**HAWAII SUPERFERRY, INC., ONE WATERFRONT PLAZA SUITE 300, 500 ALA MOANA BLVD.,
HONOLULU, HAWAII 96813 (808) 531-7400 <http://www.hawaiisuperferry.com>**

**Hawaii Superferry, Inc. Tariff 1A
Appendix B**

Honolulu TO Hawai'i one way fare

	Ticket Price	G.E.T + HNL Tax	PUC fee	DOT Pax. / Vehicle Fee	DOT Gross Receipts Fee	Fare
<u>Vehicles over 8 feet high & 9 feet or less wide</u>						
Vehicles up to 20'						
Not empty	\$518.04	\$23.31	\$1.29	\$20.00	\$4.69	\$468.75
Returning empty	\$319.23	\$14.37	\$0.80	\$20.00	\$2.81	\$281.25
Empty one-way	\$393.78	\$17.72	\$0.98	\$20.00	\$3.52	\$351.56
Vehicle up to and including 25' long						
Not empty	\$642.32	\$28.91	\$1.61	\$20.00	\$5.86	\$585.94
Returning empty	\$401.25	\$18.06	\$1.00	\$20.00	\$3.59	\$358.60
Empty one-way	\$496.67	\$22.35	\$1.24	\$20.00	\$4.49	\$448.59
Vehicle up to and including 30' long						
Not empty	\$766.56	\$34.49	\$1.92	\$20.00	\$7.03	\$703.12
Returning empty	\$483.26	\$21.75	\$1.21	\$20.00	\$4.36	\$435.94
Empty one-way	\$599.56	\$26.98	\$1.50	\$20.00	\$5.46	\$545.62
Vehicle up to and including 35' long						
Not empty	\$915.69	\$41.21	\$2.29	\$20.00	\$8.44	\$843.75
Returning empty	\$565.26	\$25.44	\$1.41	\$20.00	\$5.13	\$513.28
Empty one-way	\$701.95	\$31.59	\$1.75	\$20.00	\$6.42	\$642.19
Vehicle up to and including 40' long						
Not empty	\$1,064.79	\$47.92	\$2.66	\$20.00	\$9.84	\$984.37
Returning empty	\$647.28	\$29.13	\$1.62	\$20.00	\$5.91	\$590.62
Empty one-way	\$804.34	\$36.19	\$2.01	\$20.00	\$7.39	\$738.75
Vehicle up to and including 45' long						
Not empty	\$1,131.89	\$50.93	\$2.83	\$20.00	\$10.48	\$1,047.65
Returning empty	\$687.04	\$30.92	\$1.72	\$20.00	\$6.28	\$628.12
Empty one-way	\$854.05	\$38.43	\$2.13	\$20.00	\$7.86	\$785.63
Vehicle up to and including 50' long						
Not empty	\$1,266.07	\$56.97	\$3.16	\$20.00	\$11.74	\$1,174.20
Returning empty	\$766.56	\$34.49	\$1.92	\$20.00	\$7.03	\$703.12
Empty one-way	\$953.45	\$42.90	\$2.38	\$20.00	\$8.79	\$879.38
Vehicle up to and including 55' long						
Not empty	\$1,400.27	\$63.01	\$3.50	\$20.00	\$13.01	\$1,300.75
Returning empty	\$846.08	\$38.07	\$2.11	\$20.00	\$7.78	\$778.12
Empty one-way	\$1,052.86	\$47.37	\$2.63	\$20.00	\$9.73	\$973.13

ISSUED: April 11, 2007

EFFECTIVE: May 27, 2007

ISSUED BY: ROBERT E. WHITE
HAWAII SUPERFERRY, INC., ONE WATERFRONT PLAZA SUITE 300,
500 ALA MOANA BLVD., HONOLULU, HAWAII 96813 (808) 531-7400 <http://www.hawaiiisuperferry.com>

**Hawaii Superferry, Inc. Tariff 1A
Appendix B**

Hawai'i TO Honolulu one way fares

	Ticket Price	G.E.T	PUC fee	DOT Pax. / Vehicle Fee	DOT Gross Receipts Fee	Fare
PASSENGERS						
Adult Off-Peak Days	\$61.42	\$2.46	\$0.15	\$2.00	\$0.56	\$56.25
Adult Peak Days	\$71.31	\$2.85	\$0.18	\$2.00	\$0.66	\$65.62
Child (2 - 12), Seniors 62 & over & Veterans Off-Peak	\$50.88	\$2.04	\$0.13	\$2.00	\$0.46	\$46.25
Child (2-12), Seniors 62 & over, & Veterans Peak	\$60.76	\$2.43	\$0.15	\$2.00	\$0.56	\$55.62
Infant 14 days - 2 years	\$16.91	\$0.67	\$0.04	\$2.00	\$0.14	\$14.06
Premium Lounge Upgrade	\$20.00	\$0.80	\$0.05		\$0.19	\$18.96
Advance Purchase Discount	-\$5.00	-\$0.20	-\$0.01		-\$0.05	-\$4.74
Internet Purchase Discount	-\$3.00	-\$0.12	-\$0.01		-\$0.03	-\$2.84
Change / cancellation fee	\$5.00	\$0.20	\$0.01		\$0.05	\$4.74
Connecting Route Passenger Discount	50% of lower priced leg fare + applicable fuel surcharge, taxes & fees					
PASSENGER BAGGAGE						
Bicycle, Excess or Oversize Baggage Item	\$25.00	\$1.00	\$0.06		\$0.24	\$23.70
Additional Baggage Insurance per \$1,000	\$10.01	\$0.40	\$0.03		\$0.09	\$9.49
VEHICLES						
Change / cancellation fee	10% of fare + applicable taxes & fees					
Commercial vehicle <= 8' high DOT fee adder	\$16.71	\$0.67	\$0.04	\$16.00	\$0.00	
	50% of lower priced leg fare + applicable fuel surcharge, taxes & fees					
<u>Vehicles up to and including 8' high</u>						
Motorcycle, Scooter, Moped						
Off-Peak	\$43.73	\$1.74	\$0.11	\$4.00	\$0.38	\$37.50
Peak	\$53.62	\$2.15	\$0.13	\$4.00	\$0.47	\$46.87
Passenger Autos, Small SUVs, Other up to 17' long						
Off-Peak	\$68.46	\$2.74	\$0.17	\$4.00	\$0.61	\$60.94
Peak	\$78.34	\$3.13	\$0.20	\$4.00	\$0.70	\$70.31
Large Car, SUV, Van, Pickup, Other up to 20' long						
Off-Peak	\$103.07	\$4.12	\$0.26	\$4.00	\$0.94	\$93.75
Peak	\$112.95	\$4.52	\$0.28	\$4.00	\$1.03	\$103.12
Vehicle up to and including 25' long						
Off-Peak	\$115.50	\$4.62	\$0.29	\$4.00	\$1.06	\$105.53
Peak	\$126.64	\$5.06	\$0.32	\$4.00	\$1.16	\$116.10
Vehicle up to and including 30' long						
Off-Peak	\$140.22	\$5.60	\$0.35	\$4.00	\$1.29	\$128.98
Peak	\$153.86	\$6.16	\$0.38	\$4.00	\$1.42	\$141.90
Vehicle up to and including 35' long						
Off-Peak	\$164.96	\$6.60	\$0.41	\$4.00	\$1.52	\$152.43
Peak	\$181.07	\$7.24	\$0.45	\$4.00	\$1.68	\$167.70
Vehicle up to and including 40' long						
Off-Peak	\$189.70	\$7.59	\$0.47	\$4.00	\$1.76	\$175.88
Peak	\$208.29	\$8.33	\$0.52	\$4.00	\$1.94	\$193.50
Vehicle up to and including 45' long						
Off-Peak	\$214.43	\$8.57	\$0.54	\$4.00	\$1.99	\$199.33
Peak	\$235.49	\$9.41	\$0.59	\$4.00	\$2.19	\$219.30
Vehicle up to and including 50' long						
Off-Peak	\$239.17	\$9.56	\$0.60	\$4.00	\$2.23	\$222.78
Peak	\$262.72	\$10.51	\$0.66	\$4.00	\$2.45	\$245.10
Vehicle up to and including 55' long						
Off-Peak	\$263.91	\$10.56	\$0.66	\$4.00	\$2.46	\$246.23
Peak	\$289.93	\$11.60	\$0.72	\$4.00	\$2.71	\$270.90

ISSUED: April 11, 2007

EFFECTIVE: May 27, 2007

ISSUED BY: ROBERT E. WHITE
HAWAII SUPERFERRY, INC., ONE WATERFRONT PLAZA SUITE 300,
500 ALA MOANA BLVD., HONOLULU, HAWAII 96813 (808) 531-7400 <http://www.hawaiisuperferry.com>

**Hawaii Superferry, Inc. Tariff 1A
Appendix B**

Hawai'i TO Honolulu one way fares

	Ticket Price	G.E.T	PUC fee	DOT Pax. / Vehicle Fee	DOT Gross Receipts Fee	Fare
<u>Vehicles over 8 feet high & 9 feet or less wide</u>						
Vehicles up to 20'						
Not empty	\$515.34	\$20.61	\$1.29	\$20.00	\$4.69	\$468.75
Returning empty	\$317.55	\$12.70	\$0.79	\$20.00	\$2.81	\$281.25
Empty one-way	\$391.73	\$15.67	\$0.98	\$20.00	\$3.52	\$351.56
Vehicle up to and including 25' long						
Not empty	\$638.96	\$25.56	\$1.60	\$20.00	\$5.86	\$585.94
Returning empty	\$399.15	\$15.96	\$1.00	\$20.00	\$3.59	\$358.60
Empty one-way	\$494.08	\$19.76	\$1.24	\$20.00	\$4.49	\$448.59
Vehicle up to and including 30' long						
Not empty	\$762.56	\$30.50	\$1.91	\$20.00	\$7.03	\$703.12
Returning empty	\$480.73	\$19.23	\$1.20	\$20.00	\$4.36	\$435.94
Empty one-way	\$596.42	\$23.85	\$1.49	\$20.00	\$5.46	\$545.62
Vehicle up to and including 35' long						
Not empty	\$910.90	\$36.43	\$2.28	\$20.00	\$8.44	\$843.75
Returning empty	\$562.31	\$22.49	\$1.41	\$20.00	\$5.13	\$513.28
Empty one-way	\$698.28	\$27.92	\$1.75	\$20.00	\$6.42	\$642.19
Vehicle up to and including 40' long						
Not empty	\$1,059.22	\$42.36	\$2.65	\$20.00	\$9.84	\$984.37
Returning empty	\$643.89	\$25.75	\$1.61	\$20.00	\$5.91	\$590.62
Empty one-way	\$800.14	\$32.00	\$2.00	\$20.00	\$7.39	\$738.75
Vehicle up to and including 45' long						
Not empty	\$1,125.97	\$45.03	\$2.81	\$20.00	\$10.48	\$1,047.65
Returning empty	\$683.44	\$27.33	\$1.71	\$20.00	\$6.28	\$628.12
Empty one-way	\$849.59	\$33.98	\$2.12	\$20.00	\$7.86	\$785.63
Vehicle up to and including 50' long						
Not empty	\$1,259.46	\$50.37	\$3.15	\$20.00	\$11.74	\$1,174.20
Returning empty	\$762.56	\$30.50	\$1.91	\$20.00	\$7.03	\$703.12
Empty one-way	\$948.47	\$37.93	\$2.37	\$20.00	\$8.79	\$879.38
Vehicle up to and including 55' long						
Not empty	\$1,392.94	\$55.70	\$3.48	\$20.00	\$13.01	\$1,300.75
Returning empty	\$841.66	\$33.66	\$2.10	\$20.00	\$7.78	\$778.12
Empty one-way	\$1,047.37	\$41.89	\$2.62	\$20.00	\$9.73	\$973.13

ISSUED: April 11, 2007

EFFECTIVE: May 27, 2007

ISSUED BY: ROBERT E. WHITE
HAWAII SUPERFERRY, INC., ONE WATERFRONT PLAZA SUITE 300,
500 ALA MOANA BLVD., HONOLULU, HAWAII 96813 (808) 531-7400 <http://www.hawaiisuperferry.com>

Hawaii Superferry, Inc. Tariff 1A
Appendix B

Honolulu TO Maui or Kauai one way fares

	Ticket Price	G.E.T + HNL Tax	PUC fee	DOT Pax. / Vehicle Fee	DOT Gross Receipts Fee	Fare
PASSENGERS						
Adult Off-Peak Days	\$51.80	\$2.33	\$0.13	\$2.00	\$0.47	\$46.87
Adult Peak Days	\$61.74	\$2.78	\$0.15	\$2.00	\$0.56	\$56.25
Child (2 - 12), Seniors 62 & over & Veterans Off-Peak	\$41.19	\$1.85	\$0.10	\$2.00	\$0.37	\$36.87
Child (2-12), Seniors 62 & over, & Veterans Peak	\$51.15	\$2.31	\$0.13	\$2.00	\$0.46	\$46.25
Infant 14 days - 2 years	\$17.00	\$0.76	\$0.04	\$2.00	\$0.14	\$14.06
Premium Lounge Upgrade	\$20.10	\$0.90	\$0.05		\$0.19	\$18.96
Advance Purchase Discount	-\$5.03	-\$0.23	-\$0.01		-\$0.05	-\$4.74
Internet Purchase Discount	-\$3.02	-\$0.14	-\$0.01		-\$0.03	-\$2.84
Change / cancellation fee	\$5.03	\$0.23	\$0.01		\$0.05	\$4.74
Connecting Route Passenger Discount	50% of lower priced leg fare + applicable fuel surcharge, taxes & fees					
PASSENGER BAGGAGE						
Bicycle, Excess or Oversize Baggage Item	\$25.13	\$1.13	\$0.06		\$0.24	\$23.70
Additional Baggage Insurance per \$1,000	\$10.06	\$0.45	\$0.03		\$0.09	\$9.49
VEHICLES						
Change / cancellation fee	10% of fare + applicable taxes & fees					
Commercial vehicle <= 8' high DOT fee adder	\$16.79	\$0.75	\$0.04	\$16.00	\$0.00	
50% of lower priced leg fare + applicable fuel surcharge, taxes & fees						
<u>Vehicles up to and including 8' high</u>						
Motorcycle, Scooter, Moped						
Off-Peak	\$34.02	\$1.53	\$0.09	\$4.00	\$0.28	\$28.12
Peak	\$43.97	\$1.98	\$0.11	\$4.00	\$0.38	\$37.50
Passenger Autos, Small SUVs, Other up to 17' long						
Off-Peak	\$58.88	\$2.65	\$0.15	\$4.00	\$0.52	\$51.56
Peak	\$68.82	\$3.10	\$0.17	\$4.00	\$0.61	\$60.94
Large Car, SUV, Van, Pickup, Other up to 20' long						
Off-Peak	\$93.65	\$4.21	\$0.23	\$4.00	\$0.84	\$84.37
Peak	\$103.61	\$4.66	\$0.26	\$4.00	\$0.94	\$93.75
Vehicle up to and including 25' long						
Off-Peak	\$104.88	\$4.72	\$0.26	\$4.00	\$0.95	\$94.95
Peak	\$116.10	\$5.22	\$0.29	\$4.00	\$1.06	\$105.53
Vehicle up to and including 30' long						
Off-Peak	\$127.26	\$5.73	\$0.32	\$4.00	\$1.16	\$116.05
Peak	\$140.97	\$6.35	\$0.35	\$4.00	\$1.29	\$128.98
Vehicle up to and including 35' long						
Off-Peak	\$149.63	\$6.74	\$0.37	\$4.00	\$1.37	\$137.15
Peak	\$165.82	\$7.46	\$0.41	\$4.00	\$1.52	\$152.43
Vehicle up to and including 40' long						
Off-Peak	\$172.00	\$7.74	\$0.43	\$4.00	\$1.58	\$158.25
Peak	\$190.70	\$8.58	\$0.48	\$4.00	\$1.76	\$175.88
Vehicle up to and including 45' long						
Off-Peak	\$194.37	\$8.74	\$0.49	\$4.00	\$1.79	\$179.35
Peak	\$215.56	\$9.70	\$0.54	\$4.00	\$1.99	\$199.33
Vehicle up to and including 50' long						
Off-Peak	\$216.75	\$9.76	\$0.54	\$4.00	\$2.00	\$200.45
Peak	\$240.43	\$10.82	\$0.60	\$4.00	\$2.23	\$222.78
Vehicle up to and including 55' long						
Off-Peak	\$239.13	\$10.76	\$0.60	\$4.00	\$2.22	\$221.55
Peak	\$265.29	\$11.94	\$0.66	\$4.00	\$2.46	\$246.23

ISSUED: April 11, 2007

EFFECTIVE: May 27, 2007

ISSUED BY: ROBERT E. WHITE
HAWAII SUPERFERRY, INC., ONE WATERFRONT PLAZA SUITE 300,
500 ALA MOANA BLVD., HONOLULU, HAWAII 96813 (808) 531-7400 <http://www.hawaiisuperferry.com>

**Hawaii Superferry, Inc. Tariff 1A
Appendix B**

Honolulu TO Maui or Kauai one way fares

	Ticket Price	G.E.T + HNL Tax	PUC fee	DOT Pax. / Vehicle Fee	DOT Gross Receipts Fee	Fare
<u>Vehicles over 8 feet high & 9 feet or less wide</u>						
Vehicles up to 20'						
Not empty	\$418.64	\$18.84	\$1.05	\$20.00	\$3.75	\$375.00
Returning empty	\$259.58	\$11.68	\$0.65	\$20.00	\$2.25	\$225.00
Empty one-way	\$319.23	\$14.37	\$0.80	\$20.00	\$2.81	\$281.25
Vehicle up to and including 25' long						
Not empty	\$518.04	\$23.31	\$1.29	\$20.00	\$4.69	\$468.75
Returning empty	\$326.68	\$14.70	\$0.82	\$20.00	\$2.88	\$288.28
Empty one-way	\$403.23	\$18.15	\$1.01	\$20.00	\$3.60	\$360.47
Vehicle up to and including 30' long						
Not empty	\$617.45	\$27.78	\$1.54	\$20.00	\$5.63	\$562.50
Returning empty	\$393.78	\$17.72	\$0.98	\$20.00	\$3.52	\$351.56
Empty one-way	\$487.24	\$21.93	\$1.22	\$20.00	\$4.40	\$439.69
Vehicle up to and including 35' long						
Not empty	\$741.72	\$33.38	\$1.85	\$20.00	\$6.80	\$679.69
Returning empty	\$460.88	\$20.74	\$1.15	\$20.00	\$4.15	\$414.84
Empty one-way	\$571.24	\$25.71	\$1.43	\$20.00	\$5.19	\$518.91
Vehicle up to and including 40' long						
Not empty	\$865.97	\$38.97	\$2.16	\$20.00	\$7.97	\$796.87
Returning empty	\$527.98	\$23.76	\$1.32	\$20.00	\$4.78	\$478.12
Empty one-way	\$655.23	\$29.49	\$1.64	\$20.00	\$5.98	\$598.12
Vehicle up to and including 45' long						
Not empty	\$920.63	\$41.43	\$2.30	\$20.00	\$8.48	\$848.42
Returning empty	\$560.31	\$25.22	\$1.40	\$20.00	\$5.09	\$508.60
Empty one-way	\$694.99	\$31.27	\$1.74	\$20.00	\$6.36	\$635.62
Vehicle up to and including 50' long						
Not empty	\$1,029.96	\$46.35	\$2.57	\$20.00	\$9.52	\$951.52
Returning empty	\$624.93	\$28.12	\$1.56	\$20.00	\$5.70	\$569.55
Empty one-way	\$774.52	\$34.85	\$1.94	\$20.00	\$7.11	\$710.62
Vehicle up to and including 55' long						
Not empty	\$1,139.28	\$51.26	\$2.85	\$20.00	\$10.55	\$1,054.62
Returning empty	\$689.55	\$31.03	\$1.72	\$20.00	\$6.30	\$630.50
Empty one-way	\$854.04	\$38.43	\$2.13	\$20.00	\$7.86	\$785.62

ISSUED: April 11, 2007

EFFECTIVE: May 27, 2007

ISSUED BY: ROBERT E. WHITE
HAWAII SUPERFERRY, INC., ONE WATERFRONT PLAZA SUITE 300,
500 ALA MOANA BLVD., HONOLULU, HAWAII 96813 (808) 531-7400 <http://www.hawaiisuperferry.com>

Hawaii Superferry, Inc. Tariff 1A
Appendix B

Maui or Kauai TO Honolulu one way fares

	Ticket Price	G.E.T.	PUC fee	DOT Pax. / Vehicle Fee	DOT Gross Receipts Fee	Fare
PASSENGERS						
Adult Off-Peak Days	\$51.54	\$2.07	\$0.13	\$2.00	\$0.47	\$46.87
Adult Peak Days	\$61.42	\$2.46	\$0.15	\$2.00	\$0.56	\$56.25
Child (2 - 12), Seniors 62 & over & Veterans Off-Peak	\$40.97	\$1.63	\$0.10	\$2.00	\$0.37	\$36.87
Child (2-12), Seniors 62 & over, & Veterans Peak	\$50.88	\$2.04	\$0.13	\$2.00	\$0.46	\$46.25
Infant 14 days - 2 years	\$16.91	\$0.67	\$0.04	\$2.00	\$0.14	\$14.06
Premium Lounge Upgrade	\$20.00	\$0.80	\$0.05		\$0.19	\$18.96
Advance Purchase Discount	-\$5.00	-\$0.20	-\$0.01		-\$0.05	-\$4.74
Internet Purchase Discount	-\$3.00	-\$0.12	-\$0.01		-\$0.03	-\$2.84
Change / cancellation fee	\$5.00	\$0.20	\$0.01		\$0.05	\$4.74
Connecting Route Passenger Discount	50% of lower priced leg fare + applicable fuel surcharge, taxes & fees					
PASSENGER BAGGAGE						
Bicycle, Excess or Oversize Baggage Item	\$25.00	\$1.00	\$0.06		\$0.24	\$23.70
Additional Baggage Insurance per \$1,000	\$10.01	\$0.40	\$0.03		\$0.09	\$9.49
VEHICLES						
Change / cancellation fee	10% of fare + applicable taxes & fees					
Commercial vehicle < = 8' high DOT fee adder	\$16.71	\$0.67	\$0.04	\$16.00	\$0.00	
	50% of lower priced leg fare + applicable fuel surcharge, taxes & fees					
<u>Vehicles up to and including 8' high</u>						
Motorcycle, Scooter, Moped						
Off-Peak	\$33.83	\$1.35	\$0.08	\$4.00	\$0.28	\$28.12
Peak	\$43.73	\$1.74	\$0.11	\$4.00	\$0.38	\$37.50
Passenger Autos, Small SUVs, Other up to 17' long						
Off-Peak	\$58.58	\$2.35	\$0.15	\$4.00	\$0.52	\$51.56
Peak	\$68.46	\$2.74	\$0.17	\$4.00	\$0.61	\$60.94
Large Car, SUV, Van, Pickup, Other up to 20' long						
Off-Peak	\$93.17	\$3.73	\$0.23	\$4.00	\$0.84	\$84.37
Peak	\$103.07	\$4.12	\$0.26	\$4.00	\$0.94	\$93.75
Vehicle up to and including 25' long						
Off-Peak	\$104.33	\$4.17	\$0.26	\$4.00	\$0.95	\$94.95
Peak	\$115.50	\$4.62	\$0.29	\$4.00	\$1.06	\$105.53
Vehicle up to and including 30' long						
Off-Peak	\$126.59	\$5.06	\$0.32	\$4.00	\$1.16	\$116.05
Peak	\$140.22	\$5.60	\$0.35	\$4.00	\$1.29	\$128.98
Vehicle up to and including 35' long						
Off-Peak	\$148.85	\$5.96	\$0.37	\$4.00	\$1.37	\$137.15
Peak	\$164.96	\$6.60	\$0.41	\$4.00	\$1.52	\$152.43
Vehicle up to and including 40' long						
Off-Peak	\$171.11	\$6.85	\$0.43	\$4.00	\$1.58	\$158.25
Peak	\$189.70	\$7.59	\$0.47	\$4.00	\$1.76	\$175.88
Vehicle up to and including 45' long						
Off-Peak	\$193.35	\$7.73	\$0.48	\$4.00	\$1.79	\$179.35
Peak	\$214.43	\$8.57	\$0.54	\$4.00	\$1.99	\$199.33
Vehicle up to and including 50' long						
Off-Peak	\$215.61	\$8.62	\$0.54	\$4.00	\$2.00	\$200.45
Peak	\$239.17	\$9.56	\$0.60	\$4.00	\$2.23	\$222.78
Vehicle up to and including 55' long						
Off-Peak	\$237.87	\$9.51	\$0.59	\$4.00	\$2.22	\$221.55
Peak	\$263.91	\$10.56	\$0.66	\$4.00	\$2.46	\$246.23

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ISSUED BY: ROBERT E. WHITE
HAWAII SUPERFERRY, INC., ONE WATERFRONT PLAZA SUITE 300,
500 ALA MOANA BLVD., HONOLULU, HAWAII 96813 (808) 531-7400 <http://www.hawaiisuperferry.com>

**Hawaii Superferry, Inc. Tariff 1A
Appendix B**

Maui or Kauai TO Honolulu one way fares

	Ticket Price	G.E.T.	PUC fee	DOT Pax. / Vehicle Fee	DOT Gross Receipts Fee	Fare
<u>Vehicles over 8 feet high & 9 feet or less wide</u>						
Vehicles up to 20'						
Not empty	\$416.44	\$16.65	\$1.04	\$20.00	\$3.75	\$375.00
Returning empty	\$258.23	\$10.33	\$0.65	\$20.00	\$2.25	\$225.00
Empty one-way	\$317.55	\$12.70	\$0.79	\$20.00	\$2.81	\$281.25
Vehicle up to and including 25' long						
Not empty	\$515.34	\$20.61	\$1.29	\$20.00	\$4.69	\$468.75
Returning empty	\$324.96	\$12.99	\$0.81	\$20.00	\$2.88	\$288.28
Empty one-way	\$401.11	\$16.04	\$1.00	\$20.00	\$3.60	\$360.47
Vehicle up to and including 30' long						
Not empty	\$614.23	\$24.56	\$1.54	\$20.00	\$5.63	\$562.50
Returning empty	\$391.73	\$15.67	\$0.98	\$20.00	\$3.52	\$351.56
Empty one-way	\$484.68	\$19.38	\$1.21	\$20.00	\$4.40	\$439.69
Vehicle up to and including 35' long						
Not empty	\$737.84	\$29.51	\$1.84	\$20.00	\$6.80	\$679.69
Returning empty	\$458.48	\$18.34	\$1.15	\$20.00	\$4.15	\$414.84
Empty one-way	\$568.25	\$22.73	\$1.42	\$20.00	\$5.19	\$518.91
Vehicle up to and including 40' long						
Not empty	\$861.44	\$34.45	\$2.15	\$20.00	\$7.97	\$796.87
Returning empty	\$525.21	\$21.00	\$1.31	\$20.00	\$4.78	\$478.12
Empty one-way	\$651.80	\$26.07	\$1.63	\$20.00	\$5.98	\$598.12
Vehicle up to and including 45' long						
Not empty	\$915.82	\$36.63	\$2.29	\$20.00	\$8.48	\$848.42
Returning empty	\$557.37	\$22.29	\$1.39	\$20.00	\$5.09	\$508.60
Empty one-way	\$691.36	\$27.65	\$1.73	\$20.00	\$6.36	\$635.62
Vehicle up to and including 50' long						
Not empty	\$1,024.58	\$40.98	\$2.56	\$20.00	\$9.52	\$951.52
Returning empty	\$621.66	\$24.86	\$1.55	\$20.00	\$5.70	\$569.55
Empty one-way	\$770.47	\$30.81	\$1.93	\$20.00	\$7.11	\$710.62
Vehicle up to and including 55' long						
Not empty	\$1,133.33	\$45.33	\$2.83	\$20.00	\$10.55	\$1,054.62
Returning empty	\$685.94	\$27.43	\$1.71	\$20.00	\$6.30	\$630.50
Empty one-way	\$849.58	\$33.98	\$2.12	\$20.00	\$7.86	\$785.62

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500 ALA MOANA BLVD., HONOLULU, HAWAII 96813 (808) 531-7400 <http://www.hawaiisuperferry.com>**

Appendix C

AUTHORIZATION TO MOVE MOTOR VEHICLE(S) BETWEEN ISLANDS BY AGENT(S)

VEHICLE OWNER MUST HAVE THIS FORM SIGNED BEFORE NOTARY PUBLIC

DATE OF THIS AUTHORIZATION:		VALID UNTIL (DATE):	
AUTHORIZED ISLANDS	<input type="checkbox"/> Hawai'i <input type="checkbox"/> Kauai <input type="checkbox"/> Maui <input type="checkbox"/> Oahu		
NAME OF MOTOR VEHICLE OWNER (the "Owner"):			
	<input type="checkbox"/> Registered Owner	<input type="checkbox"/> Legal Owner (lien holder or lessor)	
VEHICLE:	Year	License No.	
	Make	Color	
	Model	VIN	
NAME OF AGENT authorized to drive vehicle (the "Agent"):			

TO: HAWAII SUPERFERRY, INC.

Owner states that it is the registered and/or legal owner of the vehicle(s) described above and on attached pages (the "Vehicles"). Owner authorizes named Agent(s) described above and on attached pages to transport the Vehicle on any vessel operated by Hawaii Superferry, Inc. through the date stated above. Owner agrees that Hawaii Superferry, Inc.'s tariff shall apply in all circumstances and Owner shall not hold Hawaii Superferry, Inc. liable for any penalties or liabilities assessed against Owner for noncompliance with any laws regarding interisland shipment of motor vehicles.

Owner is responsible for providing Hawaii Superferry with any changes or corrections to this authorization electronically or in writing, receipt of which must be acknowledged by Hawaii Superferry to be valid.

Signature of Owner

Subscribed and sworn to before me on _____.

Notary Public, State of Hawaii

My commission expires: _____

ISSUED: April 11, 2007

EFFECTIVE: May 27, 2007

ISSUED BY: ROBERT E. WHITE

HAWAII SUPERFERRY, INC., ONE WATERFRONT PLAZA SUITE 300,
500 ALA MOANA BLVD., HONOLULU, HAWAII 96813 (808) 531-7400 <http://www.hawaiisuperferry.com>

AUTHORIZATION TO MOVE MOTOR VEHICLE(S) BETWEEN ISLANDS BY AGENT(S)
FORM FOR ADDITIONAL VEHICLES

DATE:		
NAME OF MOTOR VEHICLE OWNER (the "Owner"):		
	<input type="checkbox"/> Registered Owner	<input type="checkbox"/> Legal Owner
VEHICLE:	Year	License No.
	Make	Color
	Model	VIN
	<input type="checkbox"/> Registered Owner	<input type="checkbox"/> Legal Owner
VEHICLE:	Year	License No.
	Make	Color
	Model	VIN
	<input type="checkbox"/> Registered Owner	<input type="checkbox"/> Legal Owner
VEHICLE:	Year	License No.
	Make	Color
	Model	VIN
	<input type="checkbox"/> Registered Owner	<input type="checkbox"/> Legal Owner
VEHICLE:	Year	License No.
	Make	Color
	Model	VIN
	<input type="checkbox"/> Registered Owner	<input type="checkbox"/> Legal Owner
VEHICLE:	Year	License No.
	Make	Color
	Model	VIN
	<input type="checkbox"/> Registered Owner	<input type="checkbox"/> Legal Owner
VEHICLE:	Year	License No.
	Make	Color
	Model	VIN
	<input type="checkbox"/> Registered Owner	<input type="checkbox"/> Legal Owner
VEHICLE:	Year	License No.
	Make	Color
	Model	VIN
	<input type="checkbox"/> Registered Owner	<input type="checkbox"/> Legal Owner
VEHICLE:	Year	License No.
	Make	Color
	Model	VIN

Signature of Owner

Subscribed and sworn to before me on _____.

Notary Public, State of Hawaii
My commission expires: _____

ISSUED: April 11, 2007

EFFECTIVE: May 27, 2007

ISSUED BY: ROBERT E. WHITE
HAWAII SUPERFERRY, INC., ONE WATERFRONT PLAZA SUITE 300,
500 ALA MOANA BLVD., HONOLULU, HAWAII 96813 (808) 531-7400 <http://www.hawaiisuperferry.com>

AUTHORIZATION TO MOVE MOTOR VEHICLE(S) BETWEEN ISLANDS BY AGENT(S)
FORM FOR ADDITIONAL AGENTS (DRIVERS)

DATE:	
NAME OF MOTOR VEHICLE OWNER (the "Owner"):	
NAME OF AUTHORIZED AGENT:	
NAME OF AUTHORIZED AGENT:	
NAME OF AUTHORIZED AGENT:	
NAME OF AUTHORIZED AGENT:	
NAME OF AUTHORIZED AGENT:	
NAME OF AUTHORIZED AGENT:	
NAME OF AUTHORIZED AGENT:	
NAME OF AUTHORIZED AGENT:	
NAME OF AUTHORIZED AGENT:	

Signature of Owner

Subscribed and sworn to before me on _____.

Notary Public, State of Hawaii
My commission expires: _____

ISSUED: April 11, 2007

EFFECTIVE: May 27, 2007

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Appendix D



Frequent Traveler Program (EFFECTIVE DATE TO BE ANNOUNCED LATER)

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Frequent Traveler Portion of the Tariff, Page 1

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Additional Definitions

Note: Terms defined in the body of the tariff shall have the same meaning when used in this Frequent Traveler Program document.

Elite Tier Program means the benefits and recognition provided to the most frequent travelers participating in the Frequent Traveler Program, who meet a minimum requirement for Voyages taken during a calendar year.

Commercial Driver Program means the benefits and recognition provided to company drivers and non-company drivers of commercial Vehicles such as a truck or bus.

Frequent Traveler Program means the program operated by the Carrier which allows its adult and child fare-paying Passengers to receive free travel and other benefits through qualifying purchases of services and products. The Frequent Traveler Program includes the Manta Ray Kids Club, the Elite Tier Program, and the Commercial Driver Program.

Manta Ray Kids Club means the benefits, environmental education activities, and special recognition provided to Program Members age two (2) through twelve (12).

Online Accrual Chart means the description of point accrual levels offered to Program Members of the Frequent Traveler Program displayed at the Carrier's web site, to include partner points offers, and from time to time the bonus points offered as limited time promotions.

Online Elite Tier Program Chart means the description of benefits and qualifying travel activity associated with the Elite Tier Program displayed at the Carrier's web site.

Online Reward Chart means the description of rewards and point levels offered to Program Members of the Frequent Traveler Program displayed at the Carrier's web site, to include Ferry reward travel blackout dates, partner reward offers, and from time to time the discounted rewards offered as limited time promotions.

Program Members means persons participating in the Frequent Traveler Program who are age two (2) or older. Infants are not permitted to participate in the Frequent Traveler Program.

Program Procedures means the customer service procedures used by the Carrier to provide Frequent Traveler Program services to Program Members through its Web site, customer call center, at its Ports, and on board its Vessels. These may include, but are

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not limited to, the methods and restrictions associated with providing rewards to members, administering the accrual of points, and recognizing the most frequent of travelers.

Reward Ticket means an electronic or paper document that demonstrates a reward (no fare paid) reservation for a Customer to travel on a specified Voyage.

Frequent Traveler Program

A. General Conditions

Frequent Traveler Program membership and its benefits are offered at the discretion of Carrier and its affiliated companies. Carrier has the right to terminate the Frequent Traveler Program (to including components such as the Manta Ray Kids Club, Elite Tier Program, and Commercial Driver Program) or to change Program Procedures, benefits, conditions of participation, or point levels, in whole or in part, at any time, with or without notice, even though changes may affect the value of the points already accumulated. Carrier may, among other things, withdraw, limit, modify or cancel any reward level, increase the points required for any reward, modify or regulate the transferability of rewards or benefits.

Participation in the Frequent Traveler Program is subject to the provisions of Program Procedures that Carrier may, at its discretion, adopt from time to time, and the provisions of Carrier's Tariff. Carrier has the sole right to interpret and apply the Program Procedures. Any failure to follow Program Procedures, any abuse of the Frequent Traveler Program, any conduct detrimental to the interests of Carrier, or any misrepresentation of any information furnished to Carrier or its affiliates by any Program Member, or anyone else acting on the Program Member's behalf, may result in the termination of his or her membership, the cancellation of accrued points, rewards, and benefits.

Program Members shall access their accounts through a password protected area of the web site operated by the Carrier. Carrier reserves the right to audit any and all Frequent Traveler Program accounts at any time for compliance with Frequent Traveler Program and Program Procedures, without notice to the Program Member. In the event that an audit reveals discrepancies or possible violations, the processing of reward redemption requests may be delayed pending completion of the audit of an individual Program Member account.

Each Program Member shall be responsible for remaining knowledgeable as to Frequent Traveler Program, the Program Procedures and the amount of points in his or her account. Carrier shall attempt to advise active Program Members of various matters of

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interest through such means as may be appropriate, such as monthly account summaries, newsletters and the Carrier's web site, but Carrier shall have no liability for any failure to do so. Carrier will not be responsible for correspondence lost or delayed via postal mail or email. Each member shall be responsible for advising Carrier of any change of postal mailing and email address, and Carrier shall have no liability for misdirected postal mail and email or any consequences thereof.

The accumulation of points and the redemption of rewards are subject to Program Procedures enacted by the Carrier. Each Program Member is responsible for reading program materials in order to understand his or her rights and responsibilities under the Frequent Traveler Program. No points, benefits, or rewards earned or granted under the Frequent Traveler Program may be transferred or assigned except as expressly permitted by Carrier in writing.

The Frequent Traveler Program is maintained for the benefit and participation of individual Program Members only. Only individuals are eligible for Frequent Traveler Program membership, and each Program Member may maintain only one account. Duplicate accounts will be subject to cancellation. Only the Program Member named on the account will be entitled to access to personal account information. However a parent or legal guardian may access the accounts of a Program Member under the age of eighteen (18).

Accrued points and rewards do not constitute property of the Program Member. Neither accrued points nor rewards are transferable (a) upon death, (b) as part of a domestic relations matter, or (c) otherwise by operation of law.

Participation in the Frequent Traveler Program may be prohibited or restricted in some countries. Nothing in this Frequent Traveler Program should be read to override or circumvent any such foreign laws.

B. Prohibition of Sale or Barter

The sale or barter of any such points, rewards or benefits other than by Carrier is expressly prohibited. Any points, rewards or benefits transferred, assigned or sold in violation of Carrier's Tariff or Program Procedures may be confiscated or cancelled, and the Program Member may be exposed to the penalties associated with these violations. The use of rewards that have been acquired by purchase, barter, or other conduct in violation of Carrier's Tariff or Program Procedures may result in the confiscation of the rewards, denial of boarding with respect to the Ticket holder, and, at Carrier's discretion, completion of the travel only upon payment of an applicable fare.

Frequent Traveler Portion of the Tariff, Page 4

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C. Account Activity and Expiration of Points

Any Program Member who fails at any time to engage in account activity for a period of thirty-six (36) consecutive months is subject to termination of his or her membership and forfeiture of all accrued points. Account activity shall be deemed to occur when a Program Member accrues points in his or her account in any manner set forth in this Tariff, or when the Program Member redeems points for any Frequent Traveler Program reward. Points accrued in a Program Member's account shall be maintained in the account until redeemed for a reward or until the points expire, whichever occurs first.

In cases where points are for any reason removed from an account and later returned, the return of the points to the account shall not count as account activity. All points subject to expiration will expire the last day of the thirty-sixth month after the last account activity in the Program Member's account.

D. Program Partners

The Frequent Traveler Program may include partners, who are airlines, rental car companies, hotels, retail merchants, attractions, entertainment venues, co-branded credit cards, and other entities that permit the accrual of points to members who utilize their services, and in some cases permit the redemption of points for rewards. The partners are independent entities, and Carrier is not responsible for the nature or quality of products or services provided by those partners, nor for any solicitation efforts by those partners. The partner agreements between the Carrier and its program partners are proprietary and confidential; they are not included in this Tariff.

The list of accrual opportunities and rewards available to Program Members will be established by the Carrier and described at the Online Accrual Chart and the Online Reward Chart located on the Carrier's web site. Carrier shall have no liability for partner withdrawals from the Frequent Traveler Program or for reward cancellations caused by partner withdrawals, discontinued services by the partner, or the cancellation of point accrual opportunities for any other reason. Partners may, in their sole discretion, change the amount of points required for their rewards, the amount of points earned for qualifying purchases, the definition of which purchases qualify for the accrual of points, or impose other restrictions upon the use of their rewards. From time to time, partners may offer special promotions to Program Members, and these are usually communicated through promotional materials, mailings, emails, and on the Carrier's web site.

By participating in the Frequent Traveler Program, Program Members understand and acknowledge that their names and addresses may be shared with some or all Frequent Traveler Program partners and that they may receive promotional materials, mailings and

emails from the Carrier and its partners. Individual Program Members may, however, preclude receipt of any such materials by advising Carrier through the Program Member service center in writing of his or her desire to be excluded from any such partner mailings or communications.

Only the Program Member paying for services and merchandise received from airlines, rental car companies, hotels, retail merchants, attractions, entertainment venues, co-branded credit cards, or other entities may receive points credit. For hotel and car rental points accrual, consecutive-night stays or consecutive-day car rentals at the same hotel or car rental agency will be considered as one stay or rental, regardless of the number of check-ins or rentals.

E. Point Accrual

Only Program Members of the Frequent Traveler Program, by using the methods of accrual recognized in this Tariff, are eligible to accrue points in the Frequent Traveler Program. The levels of point accrual shall be listed in the Online Accrual Chart displayed at the Carrier's web site.

Carrier, in its sole discretion, may permit Program Members to accrue points to their accounts for qualifying purchase of services or merchandise made with entities participating as partners in the Frequent Traveler Program. Entities participating as partners in the Frequent Traveler Program may, by agreement with Carrier, permit their members to accrue points, mileage or credits to their accounts for travel on the Carrier. In such cases, unless otherwise expressly provided, such accrual may occur in only one program and not in two or more programs.

Points can be accrued by purchasing a qualifying Ticket and making a Voyage on the Ferry, purchasing food, beverages and merchandise on board the Ferry, or by utilizing the services of airlines, rental car companies, hotels, retail merchants, attractions, entertainment venues, co-branded credit cards, or other entities identified at the Carrier's Web site as a partner entity at which points may be accrued. Carrier expressly reserves the right to establish additional means of accruing points, to delete any or all of the means currently recognized, or to exclude specific types of transactions or Tickets from the accumulation of points.

Points can be accrued only for Voyages actually taken or purchases made by the Program Member after the Program Member's official enrollment date. Points are not accrued for the cancellation of Voyages, except that Carrier may, at its discretion, give points for Voyages cancelled due to mechanical reasons or Schedule reduction. Points may be accrued only for paid travel on regularly Scheduled Voyages.

If Carrier or any Frequent Traveler Program partner improperly denies a member an accrual or benefit, liability will be limited to the equivalent of that accrual or benefit. Points will not be credited for travel on free Reward Tickets and travel taken as a Frequent Traveler Program reward.

Carrier reserves the right to make bonus points and promotional offers selectively available to certain Program Members at any time, based on Voyage activity, geographic locations, Frequent Traveler Program participation, or other factors determined at Carrier's sole discretion.

Each Program Member shall have the responsibility to ensure that his or her points are properly credited. Where a Program Member contends that points have been earned but not credited, or in cases where Carrier deems verification is required, Carrier reserves the right to require proof of accrual from the Program Member, including but not limited to copies of Tickets for Voyages claimed to have been taken or copies of receipts or similar documentation verifying any transactions claimed to have been performed. Any claims for points by the Program Member and proof of accrual must be received by Carrier within ninety (90) days after the date such points were claimed to be earned.

F. Reward Redemption

The rewards available to be redeemed and the amount of points necessary to redeem each reward will be set by Carrier and listed in the Online Reward Chart displayed at the Carrier's web site. Carrier shall establish the process for reward redemption in the Program Procedures, but redemption shall basically mean the exchange of points in a Program Member's account for a specified reward.

Program Members may request rewards by contacting the customer call center or through the Carrier's web site. There is no service charge for redemption requests processed by Program Members through the Carrier's web site. Reward redemption through the customer call center will incur a service charge of \$25 per redemption event, and may include more than one reward item.

Rewards may, at the request of the Program Member, be issued by Carrier in the name of the Program Member or in the name and for the use of any other person. Points earned in two or more different accounts may not be combined to redeem any reward, unless the Program Member is entitled to pool points from the accounts of family members as a benefit under the Elite Tier Program.

Reward travel on the Carrier is not restricted by capacity controls; if a seat is available on a Voyage, it may be reserved for reward travel. Reservations for reward travel must be made at least one (1) day before departure. Standby travel is not permitted on Ferry

Frequent Traveler Portion of the Tariff, Page 7

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**HAWAII SUPERFERRY, INC., ONE WATERFRONT PLAZA SUITE 300,
500 ALA MOANA BLVD., HONOLULU, HAWAII 96813 (808) 531-7400 <http://www.hawaiisuperferry.com>**

rewards. The Carrier may designate a maximum of 20 annual blackout dates on which reward travel is not allowed. These dates will be displayed at the Carrier's web site as a section of the Online Reward Chart.

Changes or cancellations made by a Program Member to an existing reservation may be assessed a Change Fee. Reservation changes (from Off-Peak Rate Voyages to Peak Rate Voyages) will require payment of the fare difference (in cash – not points) and the applicable Change Fee. Reservation changes (from Peak Rate Voyages to Off-Peak Rate Voyages) may be made without payment of a Change Fee, however an adjustment for the point difference is not made. Unused Reward Tickets may not be used for travel beyond one (1) year after the date of issuance. The Ferry route ticketed may not be changed.

Reward Tickets, other Carrier rewards and partner reward may be subject to certain Federal, State and Local taxes, harbor fees, and charges, and the Program Member requesting the reward is responsible for the payment of any such items that may apply. All check in procedures, to include minimum check in times and photo identification requirements, apply for reward travel on the Ferry.

The reward structure, as described in the Online Reward Chart, is subject to modification, cancellation or limitation at Carrier's discretion, with or without notice. The amount of points required for any reward may be substantially increased, any reward may be withdrawn, and restrictions on any reward or its redemption may be imposed at any time. The accumulation of points does not entitle Program Members to any vested rights with respect to any rewards or the Frequent Traveler Program. Rewards shall be valid only to Destinations served both at the time of the issuance of the Reward Ticket and at the time of departure, and neither Carrier nor its partners shall be liable for Schedule or service changes that result in the cancellation of service at any location.

G. Elite Tier Benefits

The Carrier will provide additional benefits and recognition to the most frequent travelers participating in the Frequent Traveler Program. When Program Members accrue a minimum threshold of activity established by Carrier in its sole discretion (such as a minimum number or points or one-way Voyages) during a calendar year, they attain Elite Tier status in the Frequent Traveler Program. The Elite Tier designation and benefits are provided to Program Members during the qualifying calendar year in which the required threshold is attained, and continue through the end of the following calendar year.

Failure to meet the minimum threshold of activity during the subsequent full calendar year would result in the loss of elite tier status for the calendar year after that. Program benefits and qualifications are subject to change from year to year. Program benefits may be changed during the year and replaced with a benefit deemed by the Carrier to be of comparable value.

Frequent Traveler Portion of the Tariff, Page 8

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The Elite Tier designation is not available to members age twelve (12) years or younger, nor is it available to the company drivers or non-company drivers of commercial Vehicles such as a truck or bus.

The services and benefits of the Elite Tier designation are offered free of charge, and are provided under the provisions of the Frequent Traveler Program Tariff. The minimum threshold of activity required during a calendar year, and the additional benefits and recognition provided under the Elite Tier program, are described at the Online Elite Tier Program Chart displayed at the Carrier's web site.

H. Manta Ray Club for Children

The Carrier may provide benefits, environmental education activities, and special recognition to Program Members age 2 through 12 through the Manta Ray Club. The benefits offered would be described at the Carrier's web site. Manta Ray Club members are entitled to the accrual and reward benefits offered to all Program Members, but will not qualify for Elite Tier designation. The services and benefits of the Manta Ray Club are offered free of charge, and are provided under the provisions of the Frequent Traveler Program Tariff. All Manta Ray Club communication would be sent via U.S. Mail to the address provided by the Program Member. Participation in the Manta Ray Club will not impact the rates paid by Customers for travel on the Ferry.

I. Commercial Driver Program

The Carrier may provide specialized benefits and recognition to company drivers and non-company drivers of commercial Vehicles such as a truck or bus. The benefits offered would be described at the Carrier's web site. Commercial Driver Program participants are entitled to the accrual and reward benefits offered to all Program Members, but will not qualify for Elite Tier designation. The services and benefits of the Commercial Driver Program are offered free of charge, and are provided under the provisions of the Frequent Traveler Program Tariff. Participation in the Commercial Driver Program will not impact the rates paid by Customers for travel on the Ferry, to include the transport of commercial Vehicles.

J. Program Contacts

Program Members may request additional information about their Frequent Traveler Program account by email, telephone or in writing:

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by U.S. Mail:

Frequent Traveler Program Customer Service Center
One Waterfront Plaza, Suite 300
500 Ala Moana Blvd.
Honolulu, HI 96813

by email and telephone:

At the address or telephone number listed on the Carrier's web site for the Frequent Traveler Program.

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The following three tables represent the content anticipated for the Carrier web site pages defined and referenced in the Frequent Traveler Program document. These are only examples and the Program Member or Customer is directed to the Carrier website for actual current Program Procedures and benefits.

Example of the Online Accrual Chart
Accrual on Hawaii Superferry
<ul style="list-style-type: none">• 5 points are earned for each dollar spent on Adult Tickets.• 5 points are earned for each dollar spent on Child Tickets.• 5 points are earned for each dollar spent on Premium Lounge upgrade fees.• 1 point is earned for each dollar spent onboard for food and beverage.• 1 point is earned for each dollar spent onboard in the gift shop.• Any portion of a dollar will be treated as a full dollar for accrual purposes.• Points are not earned for purchases not described above, including but not limited to vehicle fares, change/cancellation fees, fuel surcharges, baggage fees, and Infant Ticket.
Purchases Made with Program Partners
<i>Point accrual with airlines, rental car companies, hotels, retail merchants, attractions, entertainment venues, co-branded credit cards, or other entities will be listed here.</i>
<i>This information will appear on the Frequent Traveler Program pages within the Carrier's web site.</i>

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Example of the Online Reward Chart

Interisland Rewards

- **1,500 points:** Single premium lounge upgrade one way.
- **3,000 points:** Adult one way off peak (Tue-Thu) customer ticket.
- **2,500 points:** Child one way off peak (Tue-Thu) customer ticket.
- **4,000 points:** Adult one way peak (Fri-Mon) customer ticket.
- **3,500 points:** Child one way peak (Fri-Mon) customer ticket
- Above rewards are valid for one-way travel between Oahu – Maui or Oahu - Kauai.
- Travel between Maui and Kauai requires 2 separate rewards.

Other Rewards

- **1,000 points:** Choose one 12-month subscription from a list of 15 popular magazine titles such as Details, Fast Company, Golf Digest and Parenting.
- **3,000 points:** One standard checked sport activity item, such as a bicycle, surfboard, kayak, or canoe carried one way (one segment) without charge to the customer.
- **3,500 points:** Pet transportation in the onboard kennel area carried one way (one segment) without charge to the customer. Customer provides the kennel. One kennel carried per reward.
- **6,000 points:** "Upgrade 6 pack" consisting of 6 one way upgrade certificates. These upgrades can be applied to a reward or purchased Ticket. The upgrade is not subject to availability. Restrictions associated with the Ferry Ticket apply to this reward; restricted travel dates only apply if used with a Reward Ticket.

Ferry Reward Blackout Dates

The middle day of 3-day weekends are not restricted travel days.

- New Year's Holiday: New Years Eve and New Years Day
- Easter Weekend: Good Friday and Easter Sunday
- Memorial Day: Saturday and Monday
- King Kamehameha Day: Saturday and Monday
- Statehood Day: Saturday and Monday
- Labor Day: Saturday and Monday
- Thanksgiving: From Wednesday before through Sunday after Thanksgiving
- Christmas Holiday: Dec. 24 – 26

Partner Rewards

Rewards available from airlines, rental car companies, hotels, retail merchants, attractions, entertainment venues, co-branded credit cards, or other entities will be listed here.

This information will appear on the Frequent Traveler Program pages within the Carrier's web site.

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Example of the Elite Tier Program Chart

Elite Tier Qualifying Activity and Overview

- Minimum of 25 paid one way segments earns elite status.
- Elite designation is allowed for adult program members; it is not available to younger members.
- Designation is earned during the qualifying calendar year in which the required segments are traveled and benefits are provided for the remainder of the qualifying year and through the end of the following calendar year.
- Failure to travel a minimum of 25 paid one way segments during the subsequent full calendar year would result in the loss of elite tier status for the calendar year after that.
- Elite tier members receive a plastic membership card with an expiration date of December 31 of the following calendar year.

Elite Tier Benefits

- Special reservations line offering faster service, which is staffed with agents trained to meet the needs of elite tier members.
- Annual gift of an "Upgrade 6 Pack" valid for 6 one way upgrades to the premium lounge. This gift would be delivered at the beginning of the member's first full calendar year (the gift is not provided during the qualifying year).
- Welcome Pack would include a complimentary 12 month subscription to one of 15 popular magazine titles.
- Elite tier members may participate in the **Ohana Points Pooling Program**. Elite members of the program are allowed to receive points from up to 5 other accounts into their account for the purpose of reward redemption. The giving and receiving members must give permission to HSF for the transfer of points by calling the contact center. Redemption of rewards via this method is processed through the call center and is not processed online. Points may only be pooled for Ferry rewards, and may not be pooled for partner rewards. Parent or guardian of a giving member may provide permission under this reward.

Special Reward Chart for Elite Tier

The following rewards are offered exclusively to elite tier members:

- **6,000 points:** One standard automobile, small SUV, or another vehicle under 17 feet in length carried one way (one segment) without charge to the member on an off peak (Tue-Thu) departure.
- **7,000 points:** One standard automobile, small SUV, or another vehicle under 17 feet in length carried one way (one segment) without charge to the member on a peak (Fri-Mon) departure.
- **10,000 points:** One large automobile, SUV, van, pickup, or another vehicle under 20 feet in length carried one way (one segment) without charge to the member on an off peak (Tue-Thu) departure.
- **11,000 points:** One large automobile, SUV, or another vehicle under 20 feet in length carried one way (one segment) without charge to the member on a peak (Fri-Mon) departure.

This information will appear on the Frequent Traveler Program pages within the Carrier's web site.

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THE END